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BOARD OF INDUSTRIAL RELATIONS

BULLETIN

ON THE BOARD'S ACTIVITIES

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

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PROVINCE OF ALBERTA
DEPARTMENT OF LABOUR

K. A. PUGH
Deputy Minister

HON. R. REIERSON
Minister

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DEPARTMENT OF LABOUR

HONOURABLE R. REIERSON

Minister

K. A. PUGH

Deputy Minister

BOARD OF INDUSTRIAL RELATIONS

MEMBERS

K. A. PUGH - Chairman

WINNIFRED ROSS HARRY BOYSE

R. B. d'ESTERRE W. N. GRAY

H. C. FRENCH
Secretary

H. E. BENDICKSON

Vice- Chairman Chief Executive Officer

W. MADAY
Chief Inspector

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STATISTICAL INFORMATION

BULLETIN

1961

"A"

S T A T I S T I C A L I N F O R M A T I O N

B U L L E T I N

This Bulletin is a synopsis of the activities of the Board of Industrial Relations in the administration of The Alberta Labour Act during the period of October 1st, 1961 to December 31st, 1961.

Parts I to IV of The Act inclusive deal with Hours of Work, Minimum Wage, Labour Welfare, Vacation Pay, and Industrial Standards Schedules.

Part V sets forth procedure for the purposes of Collective Bargaining.

This Bulletin deals with those phases of the Board's Work in giving assistance to workers and employers effecting just and friendly settlements of all disputes.

PARTS I to IV INCLUSIVE 1961

Number of Board Meetings (including Public Hearings)	11
Number of Inspections	7782
Number of Business Places Inspected	2670
Number of Employees Affected	18,646

SETTLEMENTS MADE:

Overtime Arrears	$18,082.07
Vacation Pay Orders	14,797.42
Under Payment of Minimum Wage	3,847.86
Unpaid Wages	16,996.20
	$53,723.55

Number of Employees Affected by above settlements:	
Male	739
Female	238
Number of Complaints Received	1675
Number of Employees for whom Weekly Increases Obtained to at least the Minimum Wage:	
Male	23
Female	83
	106
Amount of Weekly Increases Obtained for above Employees:	
Male	$141.86
Female	304.62
	$446.48

Value of Vacation Pay Stamps Sold	$576,524.47
Number of Vacation Pay Stamp Books Sold	4,043

INDUSTRIAL STANDARDS

Number of Schedules	30
Number of Inspections	61
Number of Interviews	204
Number of Complaints	10

PROSECUTIONS

Charges carried over from previous period	33
Number of charges laid	30
Convictions	26
Withdrawn	10
Dismissed	Nil
Pending	27
Appeals	2
Amount of fines assessed	$660.00
Amount of costs assessed	125.10
Failure to comply with Court Orders Vacations Pay and fines	Nil

Amounts Implicated:

Minimum	$ 754.54
Arrears of wages	5149.21
Vacation Pay	829.59

CERTIFICATIONS

Section 61 of The Alberta Labour Act provides that on receipt of an application for certification as bargaining agent, the Board shall satisfy itself that the Trade Union claiming the right to bargain for the employees, is a proper agent and has been properly elected by majority of the employees in the unit.

The Board must also satisfy itself that the unit or classifications of employees is appropriate for collective bargaining.

The Board shall make such enquiries as is expedient to determine the merits of the application.

During the period from October 1st, 1961 to December 31st, 1961, the Board processed 52 applications plus those shown as pending previously, the disposition being as follows:-

Granted	34
Refused	8
Returned	5
Withdrawn	0
Pending	20
	67

REVOCATION OF CERTIFICATIONS

Section 66 of The Alberta Labour Act, provides that on receipt of an application for the Revocation of the certification of the bargaining agent, the Board shall determine the merits of the application and shall satisfy itself whether the majority of the employees in the unit desire the union to continue to act as bargaining agent or the Trade Union has ceased to be a proper bargaining agent.

During the period October 1st, to December 31st, 1961, the Board processed 7 applications for the revocation of the certification of a bargaining agent, the disposition being as follows:-

Certifications revoked	4
Certifications refused	3
Applications pending	1

CONCILIATIONS

Section 82 of The Alberta Labour Act provides that wherever a dispute exists and the parties themselves are unable to adjust it, either party may make application to the Minister for the appointment of a Conciliation Commissioner. From October 1st, to December 31st, 1961, the disputes referred to Conciliation Commissioners in this and the previous period progressed as follows:-

Settled in Conciliation	13
Referred to Conciliation Board	6
Application Withdrawn	1
Lapsed	0
Pending	16
	36

CONCILIATION BOARDS

The Alberta Labour Act provides that where a Conciliation Commissioner is unable to bring about any settlement or adjustment of a dispute, the dispute may be referred to a Conciliation Board. If in the opinion of the Minister a further endeavour should be made to bring about agreement between the parties in dispute, the Minister may appoint a Conciliation Board consisting of three members.

During the period from October 1st, 1961 to December 31st, 1961, there were 11 Conciliation Boards established to whom 20 disputes were referred. Several disputes may be referred to one Conciliation Board where more than one employer in an industry is involved in a dispute with the same Union, conversly a Conciliation Board may deal with a dispute involving several unions and one employer. The Awards brought down by Boards during the period October 1st to December 31st, 1961 are as follows:-

Unanimous Awards	8
Majority Awards	3
Dissent by Employer Members	1
Dissent by Employees Members	3

VOTES

Re: Conciliation Board Awards	42
Acceptance by both parties	0
Acceptance by Employer only	3
Acceptance by Employees unit only	13
Rejection by both parties	25
Rejections of Unanimous Awards by either or both parties.	1
By Employers	5
By Employees	5
By Both	3
Re: Appointment of a Bargaining Agent	3
Re: Revocation of Certification	0
Re: Strike Action	0
Re: Section 104 of Alberta Labour Act	0

STRIKES

After provisions of The Alberta Labour Act Complied with - 0

BOARD OF INDUSTRIAL RELATIONS

LABOUR WELFARE REPORT

QUARTERLY REPORT ENDING DECEMBER 31st, 1961.

	HOUSEKEEPING	TOILETS & WASHROOMS	DINING FACILITIES	CHILDREN	CHAIRS
Instructions outstanding as of September 30th, 1961	14	86	21	1	1
Instructions issued October 1st, 1961 to December 30th, 1961	4	6	1	-	-
TOTAL	18	92	22	1	1
Completed Instructions October 1st, 1961 to December 31st, 1961	5	18	1	-	-
Outstanding as of December 31, 1961	13	74	21	1	1

SUMMARY OF COURT CASES - BOARD OF INDUSTRIAL RELATIONS

Charges laid for Infractions of
The Alberta Labour Act and Orders

October 1st, 1961 to December 31st, 1961.

	FINES	COSTS	I/D DAYS	ARREARS	Informations Brought Forward and Disposition No:	Completed	Bal.	New Cases this period and Disposition No:	Completed	Bal.	CONVICTIONS	WITHDRAWLS	COMMITTEES	DISMISSALS	WARRANTS EXECUTED	BALANCE
Sec. 11 (1) Failure to Maintain Time Records	100.00	9.10	80		4	4		2	1	1	4	1				1
Sec. 11 (4) Failure to Produce Records of Board Order	225.00	23.90	130		4	4		5	4	1	6	2			1	1
Sec. 29 Trucking Order No. 20																Nil
Sec. 29 Minimum Wage Orders 1&2 (Old and New)	30.00	3.80	30	237.74	2	1	1	2	1	1	2					2
Sec. 29 Cook's Order No. 13	10.00	12.80	30	516.80	2	2					1	1				
Sec. 41 Failure to Pay Wages	85.00	25.60	49	2949.21	13	4	9	8	4	4	5	3			1	13
Sec. 43 Order No. 5 Vacation Pay	50.00	7.50	50	359.98	3	1	2	7	5	2	4	2			1	4
Sec. 43 Order No. 6 Vacation Pay	60.00	5.60	25	469.61	1	1		5	3	2	3	1				2
Sec. 43 (8) Failure to Pay Court Orders or Fines and Costs					4		4									4
Industrial Wages Security Act	100.00	36.80		60 2200.00				1	1		1					
TOTALS	660.00	125.10	454	6733.34	33	17	16	30	19	11	26	10			3	27

THE ALBERTA LABOUR ACT

CERTIFICATIONS

FROM

OCTOBER 1st, 1961 to DECEMBER 31st, 1961

I S S U E D

"B"

THE ALBERTA LABOUR ACT

CERTIFICATIONS

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

I S S U E D

1. Office Employees International Union, Local No. 379, Calgary, and Highlander Motor Hotel Co. Ltd., Calgary, Alberta.

UNIT: "Office and clerical staff, Desk Clerks and Switchboard Operators, excluding Restaurant Cashier, Beverage Room Cashier, Lounge Cashier, Supervisors with the right to hire and fire and those employed in a confidential capacity in matters relating to labour relations."

CERTIFICATION NO. 109 - 61

2. Bricklayers, Masons, Marble Masons, Tile Layers and Terrazzo Workers Subordinate Union Local No. 2, Calgary, and Canadian Refractories Construction Limited, Edmonton, Alberta.

UNIT: "All employees employed for the installation of all types of firebrick and plastic firebrick, all refractory materials and other materials associated with such installations work, excluding labourers, employees above the rank of foreman and employees engaged in applying material by the gunite method and finishing such material."

CERTIFICATION NO. 111 - 61

3. International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary, and Brown & Root Ltd., Edmonton, Alberta.

UNIT: "All employees who are directly connected with all phases of placing, cutting, bending, fabricating and tieing of reinforcing iron."

CERTIFICATION NO. 112 - 61

4. Brotherhood of Painters, Decorators and Paperhangers of America, Local 1016, Edmonton, and Brown & Root Ltd., Edmonton, Alberta.

UNIT: "Painters, Decorators, Brush and Spray, Glassworkers, Steam Cleaners, Sand-Blasters and allied workers in the Craft (including Foremen)."

CERTIFICATION NO. 101 - 61

5. United Brotherhood of Carpenters and Joiners of America, Locals 1779 and 2103, Calgary, and Dominion Sound Equipments Limited, Calgary, Alberta.

UNITL: "Applicators, Applicator Foremen and any other employee employed in connection with the handling and placing of Acoustical Materials."

CERTIFICATION NO. 113 - 61

6. United Brotherhood of Carpenters and Joiners of America, Locals 1779 and 2103, Calgary, and F. Drexel Co. Ltd., Calgary, Alberta.

UNIT: "Applicators, Applicator Foremen and any other employee employed in connection with the handling and placing of Acoustical Materials."

CERTIFICATION NO. 114 - 61

7. United Brotherhood of Carpenters and Joiners of America, Locals 1779 and 2103, Calgary, and Western Asbestos (Alberta) Ltd., Calgary, Alberta.

UNIT: "Applicators, Applicator Foremen and any other employee employed in connection with the handling and placing of Acoustical Materials."

CERTIFICATION NO. 115 - 61

8. Construction and General Labourers' Union, Local No. 1111, Calgary, and Brown & Root Ltd., Edmonton, Alberta.

UNIT: "Labourers."

CERTIFICATION NO. 116 - 61

9. International Union of Operating Engineers, Local 955, Edmonton, and Burns & Dutton-Poole-Oland, Penhold, Alberta.

UNIT: "Operating Engineers namely operators of all heavy equipment such as cranes, draglines, backhoes, tractors, scrapers and loaders, also servicemen."

CERTIFICATION NO. 117 - 61

10. Construction and General Labourers Union, Local No. 1111, Calgary, and Intrusion Prepakt Ltd., Willowdale, Ontario.

UNIT: "Labourers."

CERTIFICATION NO. 118 - 61

11. Alberta Oil Tool Employees Association, Edmonton, and Alberta Oil Tool Company Ltd., Edmonton, Alberta.

UNIT: "All hourly employees who are employed in or about the shop, excluding office help and foremen with the right to hire and fire."

CERTIFICATION NO. 119 - 61

12. International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary, and Hornstrom Bros., Calgary, Alberta.

UNIT: "All employees who are directly connected with all phases of placing, cutting, bending, fabricating and tieing of reinforcing iron excepting unloading and loading by hand, handling, racking and carrying upon the site of the project which is the work of the Labourers."

CERTIFICATION NO. 120 - 61

13. International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary, and Borger Structures Ltd., Calgary, Alberta.

UNIT: "All employees who are directly connected with all phases of placing, cutting, bending, fabricating and tieing of reinforcing iron."

CERTIFICATION NO. 121 - 61

14. United Brotherhood of Carpenters and Joiners of America, Locals 1779 and 2103, Calgary, and Alvin Swanson, Calgary, Alberta.

UNIT: "Carpenters, Carpenter Foremen and Apprentices."

CERTIFICATION NO. 122 - 61

15. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 514, Edmonton, and Telford Transit Mix Ltd., Edmonton, Alberta.

UNIT: "All Truck Drivers and Warehousemen."

CERTIFICATION NO. 123 - 61

16. United Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 514, Edmonton, and Crown Paving and Concrete Ltd., Edmonton, Alberta.

UNIT: "All Employees in the concrete batch plant, excluding Foremen and those above the rank of Foreman."

CERTIFICATION NO. 124 - 61

17. United Brotherhood of Carpenters and Joiners of America, Local 2503, Calgary, and Stoy Cement Co. Ltd., Calgary, Alberta.

UNIT: "All employees engaged in the pre-casting of Concrete Members, with the exception of office Employees and those with the right to hire and fire."

CERTIFICATION NO. 125 - 61

18. International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary, and Ornamental Bronze Co. Ltd., Calgary, Alberta.

UNIT: "All employees who are directly connected with the erecting and placing of curtain wall and curtain wall type panels, mullions, window frames and ornamental iron, off the company premises, excluding all glass and plastic materials."

CERTIFICATION NO. 126 - 61

19. International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary, and Steel Crafts (Alberta) Ltd., Calgary, Alberta.

UNIT: "All employees in the field who are directly connected with all phases of erection of Structural and Ornamental Iron, Machinery Movers and Ironworker Riggers."

CERTIFICATION NO. 127 - 61

20. United Brotherhood of Carpenters and Joiners of America, Local No. 1325, Edmonton, and Prism Construction Company Ltd., Edmonton, Alberta.

UNIT: "Carpenters, Carpenter Apprentices and Carpenter Foremen."

CERTIFICATION NO. 128 - 61

21. International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary, and Brown & Root Ltd., Calgary, Alberta.

UNIT: "All employees who are directly connected with all phases of erection of Structural and Ornamental Iron, and all employees who do Machinery Moving and Rigging and all Welders connected with the above, including foremen but excluding superintendents."

CERTIFICATION NO. 129 - 61

22. International Woodworkers of America, Local 1-206, Blairmore, Alberta, and Estevan Industries Limited, Calgary, Alberta.

UNIT: "All employees of the Company employed at Fort Macleod, Alberta, excluding office staff, confidential, foremen and those having the right to hire and fire."

CERTIFICATION NO. 130 - 61

23. Beverage Dispensers' International Union, Local 265, Calgary, and Army, Navy and Air Force Veterans in Canada, Unit No. 2, Calgary, Alberta.

UNIT: "All full-time and casual stewards (tapmen) and waiters, employed in the dispensing of beverages on the premises licensed by the Alberta Liquor Control Board."

CERTIFICATION NO. 131 - 61

24. British American Oil Rimbey Gas Plant Employees Collective Bargaining Organization, Rimbey, and The British American Oil Company Limited, Rimbey, Alberta.

UNIT: "All hourly paid employees of the British American Oil Company at the Rimbey Gas Plant."

CERTIFICATION NO. 132 - 61

25. International Woodworkers of America, Local 1-207, Edmonton, and Merritt Diamond Mills Ltd., Acheson, Alberta.

UNIT: "All employees employed by the Company at Acheson, Alberta, excluding office staff, confidential employees, foremen and those having the right to hire and fire."

CERTIFICATION NO. 133 - 61

26. United Brotherhood of Carpenters and Joiners of America, Local 1325, Edmonton, and Marine Pipeline & Dredging Ltd., Calgary, Alberta.

UNIT: "Carpenters and Apprentices, including Carpenter Foremen."

CERTIFICATION NO. 134 - 61

27. Construction and General Labourers' Union, Local No. 1111, Calgary, Alberta, and T. H. Ehlert Plasterers, Lethbridge, Alberta.

UNIT: "Labourers."

CERTIFICATION NO. 135 - 61

28. United Mine Workers of America, District 18, (Local 18), Calgary, and Alfred Fox, Mine No. 53, Carbon, Alberta.

UNIT: "Machine Runners and Helpers, Contract Miners, Haulage men and Surface Employees."

CERTIFICATION NO. 136 - 61

29. International Brotherhood of Teamsters, Chauffeurs and Warehousemen of America, Local 514, Edmonton, and The Sun Fruit Co. Ltd., Edmonton, Alberta.

UNIT: "All employees of the Company, excluding office staff, salesmen and those with the right to hire and discharge."

CERTIFICATION NO. 137 - 61

30. Bakery and Confectionery Workers' International Union of America, Local 276, Edmonton, and Edmonton Co-operative Association Limited, Edmonton, Alberta.

UNIT: "All Employees of the Bakery Department, excluding Supervisory Staff, Sales Staff and Janitors."

CERTIFICATION NO. 138 - 61

31. United Brotherhood of Carpenters and Joiners of America, Local 1569, Medicine Hat, and Oland Construction (1959) Ltd., Lethbridge, Alberta.

UNIT: "Journeymen Carpenters, Carpenter Apprentices and Carpenter Foremen, excluding those performing the functions of General Foreman or Superintendent."

CERTIFICATION NO. 139 - 61

32. Civic Employees Local Union No. 30 - N. U. P. E., Edmonton, and City of Edmonton, Edmonton, Alberta.

UNIT: "All hourly paid workers and Construction Watchmen employed on City Construction and Maintenance Work in the Engineering, Waterworks, Parks, Garage, Purchasing, Airport, Building Maintenance, and Police Garage Departments, excluding General Foremen, Supervisors and higher ranks, Electric Light and Power, Telephones, Power House, Edmonton Transit System, Police and Fire Departments and all clerical Employees."

CERTIFICATION NO. 140 - 61

33. Brotherhood of Painters, Decorators and Paperhangers of America, Local 583, Calgary, and Paris Decorating Co., Calgary, Alberta.

UNIT: "All painters, decorators and paperhangers, including foremen and apprentices, but excluding management and office staff."

CERTIFICATION NO. 141 - 61

34. Amalgamated Meat Cutters and Butcher Workmen of North America, Local 312, Edmonton, and Jenkins Groceteria Limited, Calgary, Alberta.

UNIT: "All those engaged in the preparation for sale, handling and selling of fresh, frozen, cooked and smoked meats, fish and poultry in the stores of Jenkins Groceteria Limited in the greater Red Deer area. This, however, does not include Grocery Checkers."

CERTIFICATION NO. 142 - 61

35. National Union of Public Employees, Local Union No. 845, Jasper Place, Alberta, and West Jasper Place School District No. 4679, Jasper Place, Alberta.

UNIT: "All Clerical employees including Clerk Stenographers, Clerk Typists, Clerks, Asst. Secretary Treasurer, excluding the Secretary-Treasurer."

CERTIFICATION NO. 143 - 61

THE ALBERTA LABOUR ACT

CERTIFICATIONS

FROM

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

R E F U S E D

"C"

THE ALBERTA LABOUR ACT

APPLICATIONS FOR CERTIFICATIONS

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

R E F U S E D

	UNION	COMPANY	REASON
1.	International Union of Operating Engineers, Local 955, Calgary, Alberta.	Henuset Bros. Ltd., Calgary, Alberta.	No majority selection.
	UNIT:	"Operating Engineer Classifications, such as: Dozer, Ditcher, Backhoe, Clamshell, Sideboom, Bending Machine, Cleaning Machine, Tow Tractors, Backfiller, Grader and Heavy Duty Mechanics working on the employers pipeline projects in Alberta."	
2.	International Association of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 514, Edmonton, Alberta.	Edmonton Co-operative Association Limited, Edmonton, Alberta.	Transferability of employees in previous certificate.
	UNIT:	"Front end men, Service man (Grease rack, Washing and Fire changing), Apprentice Mechanics or any other employees employed to work in the Service Station or Garage."	
3.	Retail Clerks International Association, Local 401, Edmonton, Alberta.	Edmonton Co-operative Association Limited, Edmonton, Alberta.	Transferability of employees in previous certificate.
	UNIT:	"All employees employed in the Service Station of the Edmonton Co-op Shopping Centre."	
4.	Dominion Bridge Edmonton Employees Collective Bargaining Organization, Edmonton, Alberta.	Dominion Bridge Company Limited, Edmonton, Alberta.	Majority voted against certification.
	UNIT:	"All hourly paid Employees, Foundry, Machine Shop Reinforcing Shop, Culvert Shop, Structural Shop, Tank Shop, Warehouse, Paint Department and Yard."	
5.	United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local 780, Lethbridge, Alberta.	Western Plumbing and Heating, Medicine Hat, Alberta.	Not a majority selection.
	UNIT:	"Journeymen plumbers, steam fitters, gas fitters, pipe welders and all apprentices and/or helpers."	

THE ALBERTA LABOUR ACT

CERTIFICATIONS

FROM

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

R E T U R N E D

"D"

THE ALBERTA LABOUR ACT

APPLICATIONS FOR CERTIFICATIONS

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

R E T U R N E D

	UNION	COMPANY	REASON
1.	United Brotherhood of Carpenters and Joiners of America, Local 846, Lethbridge, Alberta.	Chronik Construction, Picture Butte, Alberta.	Collective Agreement is a bar.
	UNIT:	"Carpenter, Foreman, Carpenters and Carpenter's Apprentice."	
2.	United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local 780, Lethbridge, Alberta.	Belfast Plumbing and Heating Ltd., Medicine Hat, Alberta.	No majority
	UNIT:	"Journeymen plumbers, steam fitters, gas fitters, pipe welders and all apprentices and/or helpers."	
3.	United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local 780, Lethbridge, Alberta.	Starlings Plumbing & Gas Fitting, Medicine Hat, Alberta.	Only one in unit.
	UNIT:	"Journeymen plumbers, steam fitters, gas fitters, pipe welders and all apprentices and/or helpers."	
4.	United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local 780, Lethbridge, Alberta.	Fischer Plumbing and Heating Ltd., Medicine Hat, Alberta.	No majority
	UNIT:	"Journeymen plumbers, steam fitters, gas fitters, pipe welders and all apprentices and/or helpers."	
5.	National Union of Public Employees, Local 844, Calgary, Alberta.	University of Alberta, Edmonton, Alberta.	Board without jurisdiction.
	UNIT:	"All Caretakers except those with the right to hire and fire."	

6.	International Union of Operating Engineers, Local 955, Edmonton, Alberta.	F. W. Lamb & Sons Ltd., Calgary, Alberta.	Not a majority selection.

UNIT: "Operating Engineers, namely operators of crawler type and rubber tired earth moving equipment; backhoes; mechanics; welders and servicemen, and field equipment foremen, excluding superintendents, office staff, truck drivers, labourers and farm employees."

7.	International Brotherhood of Teamsters, Chauffeurs and Warehousemen and Helpers of America, Local 514, Edmonton, Alberta.	Edmonton Rendering Co. Ltd., Edmonton, Alberta.	Not a majority selection.

UNIT: "All employees of the Company excluding office staff and personnel who have the right to hire or discharge."

8.	United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local 780, Lethbridge, Alberta.	N. Turner and Son Ltd., Medicine Hat, Alberta.	Applicant not present at hearing.

UNIT: "Journeymen plumbers, steam fitter, gas fitters, pipe welders and all apprentices and/or helpers."

THE ALBERTA LABOUR ACT
(Section 65A)

APPLICATIONS FOR AMENDMENTS

TO CERTIFICATIONS

OCTOBER 1st, 1961 to DECEMBER 31st, 1961

"E"

THE ALBERTA LABOUR ACT

APPLICATIONS FOR AMENDMENTS TO CERTIFICATIONS

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

	UNION	COMPANY	RESULT
1.	International Woodworkers of America, Local 1-207, Edmonton, Alberta.	Edwards Lumber Limited, Rocky Mountain House, Alberta.	No persons appeared at Board hearing. Refused

UNIT: "All employees of the Company employed at the Planer Mill situated approximately 135 miles West of Rocky Mountain House, Alberta, excluding office staff, foremen, confidential and those having the right to hire and fire."

2.	International Woodworkers of America, Local 1-207, Edmonton, Alberta.	Grande Prairie Lumber Company Limited, Grande Prairie, Alberta.	Granted

TO: North Canadian Forest Industries Limited, Grande Prairie Lumber Division, Grande Prairie, Alberta.

FROM: Grande Prairie Lumber Company Limited, Grande Prairie, Alberta.

3.	International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 514, Edmonton, Alberta.	Canadian Bechtel Limited, Edmonton, Alberta.	Pending

FROM:-

"Chauffeurs, Warehousemen and Helpers, excluding material men, purchasing agent and employees engaged in handling or testing material and equipment normally handled or tested by members of other trades."

TO:-

"All employees employed by the Company comprising of all Truck Drivers, Bus Drivers, Pickup Drivers, Automobile Drivers, Ambulance Drivers or any other drivers engaged in transporting personnel or materials. Also all employees employed and engaged in Warehouse work, but excluding all supervisory personnel who have the right to hire or discharge and who drive a passenger car or half-ton pickup truck for the purpose of their own transportationduring their employment. Also to exclude personnel employed or engaged in pipeline construction as defined in the National Pipeline Labour Agreement."

THE ALBERTA LABOUR ACT

APPLICATION FOR REVOCATION

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

I S S U E D

"F"

THE ALBERTA LABOUR ACT

APPLICATION FOR REVOCATION

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

I S S U E D

	UNION	COMPANY
1.	International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 514, Edmonton, Alberta.	Dales Bros. Ltd., Edmonton, Alberta.
	UNIT:	"All Truck Drivers in the Edmonton area, excluding drivers of pick up trucks under one ton capacity."
2.	United Brotherhood of Carpenters and Joiners of America, Local Union No. 2824, Edmonton, Alberta.	W. H. Clark Lumber Company Limited, Edmonton, Alberta.
	UNIT:	"All factory employees excepting those employed as Shippers, Warehousemen, Yardmen, Truck Drivers, Teamsters and those foremen who have the authority to hire and fire but including foremen, engineers and watchmen."

THE ALBERTA LABOUR ACT

APPLICATION FOR REVOCATION

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

R E F U S E D

"G"

THE ALBERTA LABOUR ACT

APPLICATION FOR REVOCATION

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

R E F U S E D

	UNION	COMPANY	REASON
1.	International Woodworkers of America, Local 1-207, Edmonton, Alberta.	Edwards Lumber Limited, Rocky Mountain House, Alberta.	No persons appeared at Board Hearing.

UNIT: "All employees of the Company employed at Rocky Mountain House, Alberta, excluding office staff, foremen, confidential and those having the right to hire and fire."

2.	United Packinghouse, Food and Allied Workers, Union Local 661, Calgary, Alberta.	Western Canadian Seed Processors Ltd., Lethbridge, Alberta	Majority voted against revocation.

UNIT: "All employees, excluding office staff, steam engineers, foremen with the right to hire and fire and those above the rank of such foremen."

THE ALBERTA LABOUR ACT

CONCILIATIONS

(Shown as Pending)

SEPTEMBER 30, 1961.

"H"

THE ALBERTA LABOUR ACT

CONCILIATIONS

(Shown as Pending)

SEPTEMBER 30th, 1961.

	DISPUTES	CONCILIATOR	RESULT
1.	Civic Foremen's Association Local No. 709, N.U.P.E., and the City of Calgary, Calgary, Alberta.	R. H. R. CLEMENT	SETTLED
2.	Medicine Hat Laundry Workers Federal Union No. 45, C.L.C., and Medicine Hat Laundry Company Limited, Medicine Hat, Alberta.	C. A. FREY	PENDING
3.	International Union of Operating Engineers, Local 955, and Poole Construction Company Limited, Calgary, Alberta.	E. F. RODWELL	SETTLED
4.	City Hospitals Union, Local No. 8, N.U.P.E., and The Calgary General Hospital's Board, Calgary, Alberta.	R. H. R. CLEMENT	SETTLED

C O N C I L I A T I O N S

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

"I"

THE ALBERTA LABOUR ACT

CONCILIATIONS

OCTOBER 31st, 1961 to DECEMBER 31st, 1961

	DISPUTES	CONCILIATOR	RESULT
1.	Texaco Canada Edmonton Works Employees Association, Edmonton and Texaco Canada Ltd., Edmonton, Alberta.	J. B. ADAMS	SETTLED
2.	International Brotherhood of Teamsters, Chauffeurs, Warehouseman and Helpers Of America, Local 987, Calgary and J. H. Ashdown Hardware Co. Ltd., Calgary, Alberta.	E. F. RODWELL	CONCILIATION BOARD
3.	Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 312, Edmonton and Bateman's Food Markets Ltd., Edmonton, Alberta.	C. B. DAGG	SETTLED
4.	Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 312, Edmonton and Lablaw Groceterias Co. Limited, Calgary, Alberta.	C. B. DAGG	SETTLED
5.	Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 312, Edmonton and Dominion Stores Ltd., Calgary, Alberta.	C. B. DAGG	SETTLED
6.	Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 312, Edmonton and Canada Safeway Ltd., Edmonton, Alberta.	C. B. DAGG	SETTLED
7.	Chemical and Atomic Workers International Union Local 16-664, Edmonton and Western Chemicals Ltd., Duvernay, Alberta.	C. N. LOBB	SETTLED
8.	International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 987, Calgary, and Union Milk Co. Ltd., Calgary, Alberta.	R. H. R. CLEMENT	PENDING
9.	International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 987, Calgary and Alpha-Jersey Dairy, Calgary, Alberta.	R. H. R. CLEMENT	PENDING
10.	International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 987, Calgary and Model Dairies Ltd., Calgary, Alberta.	R. H. R. CLEMENT	PENDING

11.	International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 987, Calgary and Palm Dairies Ltd., Calgary, Alberta.	R. H. R. CLEMENT	PENDING
12.	Alberta Teachers' Association and Three Hills School Division No. 60, Three Hills, Alberta.	C. B. DAGG	PENDING
13.	International Union of Operating Engineers, Local Union No. 703, Calgary and Canadian Industries Limited, Calgary, Alberta.	R. H. R. CLEMENT	SETTLED
14.	International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, Local 514, Edmonton and Brown-Royal Fruit, Edmonton, Alberta.	T. GROTHEN	PENDING
15.	United Transport Workers & Warehousemen, Edmonton, and Alberta National Drug Co. Ltd., Edmonton, Alberta.	J. B. ADAMS	PENDING
16.	United Brotherhood of Carpenters and Joiners of America, Local 2560, Calgary and Wm. Clark Roofing and Building Supplies Limited, Calgary, Alberta.	R. H. R. CLEMENT	PENDING
17.	Hod Carriers Building and Common Laborers Union Local No. 92, Edmonton and Consolidated Concrete Industries Limited, Red Deer, Alberta.	J. B. ADAMS	CONCILIATION BOARD
18.	Chemical and Atomic Workers International Union Local 16-685, Twin Butte, and British American Oil Company Limited, Pincher Creek, Alberta.	R. H. R. CLEMENT	PENDING
19.	United Packinghouse Food & Allied Workers Local 345 and Edmonton Cold Storage, Edmonton, Alberta.	C. B. DAGG	SETTLED
20.	Alberta Teachers' Association and Pincher Creek School Division No. 29, Pincher Creek, Alberta.	R. H. R. CLEMENT	PENDING
21.	International Woodworkers of America, Local 1-207, and Zeidler Plywood Corporation Ltd., Edmonton, Alberta.	T. GROTHEN	PENDING

22.	Alberta Teachers' Association and Coleman School District No. 1216, Coleman, Alberta.	R. H. R. CLEMENT	PENDING
23.	Alberta Teachers' Association and Lethbridge School Division No. 7, Lethbridge, Alberta.	R. H. R. CLEMENT	PENDING
24.	United Cement, Lime and Gypsum Workers International Union Local 359, and Inland Cement Company Limited, Edmonton, Alberta.	J. B. ADAMS	PENDING

SYNOPSIS OF SUCCESSFUL

CONCILIATIONS

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

"J"

SYNOPSIS OF SUCCESSFUL CONCILIATIONS

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

1. International Union of Operating Engineers, Local 955, and Poole Construction, Calgary, Alberta.

Conciliation Commissioner - E. F. Rodwell

The parties agreed to the following settlement:

(1) Effective on the date of signing a 5¢ per hour increase and a further increase effective April 1st, 1962 of 5¢ per hour.

(2) Where a camp is provided board and room to be $1.00 per day.

The term of the agreement to be for two years.

2. United Brotherhood of Carpenters and Joiners of America, Locals 1779 and 2103, Calgary, and Armstrong Contracting Canada, Calgary, Alberta.

Conciliation Commissioner - R. H. R. Clement

The parties agreed to the following settlement:

(1) On and from October 5, 1961, a 5¢ per hour increase for Journeymen Applicators.

On and from April 1, 1962, a further increase of 5¢ per hour for Journeymen Applicators bringing the rate to $2.70 per hour.

Elimination of old wage rate for first year Improver Applicators. The new rate to be 85% of the Journeyman rate.

(2) On and from October 5, 1961, a 5¢ per hour increase for Material Ha dlers.

On and from April 1, 1962, a further increase of 5¢ per hour for Material Handlers bringing the rate to $2.00 per hour.

(3) Elimination of log book requirement.

The term of the agreement to be for eighteen months.

3. International Union of Operating Engineers, Local Union No. 703, Calgary, and Alberta Childrens' Hospital, Calgary, Alberta.

Conciliation Commissioner - R. H. R. Clement

The parties agreed to the following settlement:

(1) Wages: Retroactive to July 1, 1961, an increase of $20.00 per month from $305.00 to $325.00 per month. Effective July 1, 1962, a further increase of $10.00 per month from $325.00 to $335.00 per month.

(2) Engineers relieving the Chief Engineer for holidays shall receive 25¢ per hour above his regular rate for the period.

(3) It is understood that the new wage rate specified in the agreement includes allowances for stand-by time in accordance with arrangements made by Chief Engineer.

The term of the agreement to be for two years.

4. City Hospital Union, Local No. 8 (N.U.P.E.), Calgary, and Calgary General Hospital, Calgary, Alberta.

Conciliation Commissioner - R. H. R. Clement

The parties agreed to the following settlement:

(1) No general increase for 1961.

(2) Laboratory Assistant (male) increased by $10.00 per month.

(3) Service Pay granted at the following rates:
$3.50 per month from 10 to 14 years' service
$7.00 per month from 15 to 19 years' service.
$10.00 per month for 20 years' service and over.

(4) Vacations with Pay:
(a) Basic period for computation established as 12 months, ending March 31st.
(b) Holidays earned in the year or part of year prior to March 31st to be taken at any time after that date by mutual consent.
(c) Employees not having a year's service prior to March 31st shall be allowed holidays at the rate of one (1) day for each completed month.
(d) If a Statutory Holiday or Declared Holiday falls, or is observed during an employee's vacation period, an additional day's vacation will be granted.

(e) M. S. I. and Sickness and Accident fringes be made available after six (6) months' service.

The term of the agreement to be for one year.

5. International Union of Operating Engineers, Local Union No. 703, and Canadian Industries Limited, Calgary, Alberta.

Conciliation Commissioner - R. H. R. Clement

The parties agreed to the following settlement:

(1) Retroactive to November 17, 1961, an increase of 7¢ per hour. On and from December 1, 1962, a further increase of 7¢ per hour.

The term of the agreement tobe for two years.

6. Oil, Chemical and Atomic Workers International Union, Local 16-664, Edmonton, and Western Chemicals Ltd., Duvernay, Alberta.

Conciliation Commissioner - C. N. Lobb

The parties agreed to the following settlement:

(1) Wage increases ranging from 4¢ per hour to 16¢ per hour, averaging 8.3¢ per hour, granted for the first year and an across the board increase of 6¢ per hour granted for the second year.

(2) Adjustments in several non-monetary clauses.

The term of the agreement to be for two years.

7. Amalgamated Meat Cutters and Butcher Workmen of North America, Local 312, Edmonton, and Bateman's Food Markets Ltd., Edmonton, Alberta.

Conciliation Commissioner - C. B. Dagg

The parties agreed to the following settlement:

(1) Wages Male
5¢ per hour retroactive to July 17, 1961.
5¢ per hour effective July 16, 1962.
5¢ per hour effective July 14, 1963.

Wages Female
5¢ per hour retroactive to July 17, 1961.
4¢ per hour effective July 16, 1962.
3¢ per hour effective July 14, 1963.

(2) Three weeks vacation after eight years service.

The term of the agreement to be for two years.

8. Amalgamated Meat Cutters and Butcher Workmen of North America, Local 312, Edmonton, and Canada Safeway Ltd., Edmonton, Alberta.

Conciliation Commissioner - C. B. Dagg

The parties agreed to the following settlement:

(1) Wages - Male
5¢ per hour retroactive to July 17, 1961.
5¢ per hour effective July 16, 1962.
5¢ per hour effective July 14, 1963.

Wages - Female
5¢ per hour retroactive to July 17, 1961.
4¢ per hour effective July 16, 1962.
3¢ per hour effective July 14, 1963.

(2) Three weeks vacation after eight years service.

The term of the agreement to be for two years.

9. Amalgamated Meat Cutters and Butcher Workmen of North America, Local 312, Edmonton, and Dominion Stores Ltd., Calgary, Alberta.

Conciliation Commissioner - C. B. Dagg

The parties agreed to the following settlement:

(1) Wages - Male
5¢ per hour retroactive to July 17, 1961.
5¢ per hour effective July 16, 1962.
5¢ per hour effective July 14, 1963.

(2) Wages - Female
5¢ per hour retroactive to July 17, 1961.
4¢ per hour effective July 16, 1962.
3¢ per hour effective July 14, 1963.

(2) Three weeks vacation after eight years service.

The term of the agreement to be for two years.

10. Amalgamated Meat Cutters and Butcher Workmen of North America, Local 312, Edmonton, and Loblaw Groceterias Co. Ltd., Calgary, Alberta.

Conciliation Commissioner - C. B. Dagg

The parties agreed to the following settlement:

(1) Wages - Male
5¢ per hour retroactive to July 17, 1961.
5¢ per hour effective July 16, 1962.
5¢ per hour effective July 14, 1963.

Wages - Female
5¢ per hour retroactive to July 17, 1961.
4¢ per hour effective July 16, 1962.
3¢ per hour effective July 14, 1963.

(2) Three weeks vacation after eight years service.

The term of the agreement to be for two years.

11. United Packinghouse, Food and Allied Workers, Local 345, Edmonton, and Edmonton Cold Storage Co. Ltd., Edmonton, Alberta.

Conciliation Commissioner - C. B. Dagg

The parties agreed to the following settlement:

(1) Wages:
5¢ per hour retroactive to September 1, 1961.
5¢ per hour effective September 1, 1962.

The term of the agreement to be for two years.

12. Texaco Canada Edmonton Works Employees Association and Texaco Canada Limited, Edmonton, Alberta.

Conciliation Commissioner - J. B. Adams

The parties agreed on the following settlement:

(1) The establishment of a new "Labourer" category at $1.88 per hour. Any employee presently employed as labourer and classified as utilityman at $2.01 per hour shall not be reduced below his present rate of pay.

(2) Other adjustments in contractual language.

The term of the agreement to be for one year.

CONCILIATION BOARD AWARDS

FROM

OCTOBER 1st. 1961 to DECEMBER 31st. 1961.

"K"

TO:

The Honourable R. Reierson,
Minister of Labour,
Administration Building,
EDMONTON, Alberta.

Sir:

CONCILIATION BOARD

A W A R D

IN THE MATTER OF The Alberta Labour Act and a Dispute between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 146 - and Canadian Equipment Sales and Service Co., Edmonton, T.I.W. (Western) Ltd., Edmonton, Maloney-Crawford Tank & Service Co., Limited, Edmonton and McIntosh Equipment Limited, Calgary, Alberta.

The members of the Board of Conciliation established under Order-in-Council No. 1334/61 were:-

Mr. W. Stanley Ross, Q.C.	- Chairman
Mr. A. O. Ackroyd	- Member
Mr. Stephen Senio	- Member

Appearing before the Board were:

Representing the Employers:

Mr. Beatty	- Maloney-Crawford
Mr. Loewen	- C.E.S.C.O.
Mr. H. Bear	- C.E.S.C.O.
Mr. Lockhart	- T.I.W. (Western) Ltd.

Representing the Union:

Mr. D. G. Whan
Mr. G. D. Fraser
Mr. Robert Greig
Mr. Stanley Geddes
Mr. John Kosbelek

An extension of time was granted to the Board by the Parties to the dispute, effective to the date of this Award, in order to give the Board an opportunity to fully explore the possibilities of a settlement between the Parties.

At the opening of the hearing on September 12th, 1961, the Board was advised that McIntosh Equipment Limited, Calgary, Alberta had reached a settlement and accordingly McIntosh Equipment Limited was not considered a party to the dispute.

In dealing with the recommendations on the 8 items referred to the Board, the Board was impressed with the fact that at the outset of negotiations Local 146 and the Local in Calgary had joined together in negotiating with Calgary and Edmonton Employers with the expectation that a uniform Agreement might be obtained. Prior to the hearings before this Board and on August 9, 1961, the Calgary local settled its Agreement and apart from some minor modifications the settlement amounted to:-

(a) A two year Agreement with a 5¢ increase the first year and a 5¢ increase in the second year.

(b) The wage increase was made retro-active to August 1, 1961.

The Board in making the following recommendations agree that it is desirable that the two Agreements enjoyed by the two Locals in Alberta should be substantially the same in order to avoid the possibility of creating a competitive advantage as between employers engaged in the same type of work which in turn could affect the stability of employment of the employees who are parties to this dispute. The Board accordingly deals with the 8 items in dispute as follows.

1. ARTICLE 1 - RECOGNITION AND SCOPE:

The Union requested that the present Clause be amended by deleting the last four words - - "and pertain to no others". The Union expressed the view that the present Clause was restrictive of their right to expand the operation of the present Agreement to other employees. It is the Board's opinion that the Union are in a position to lawfully bargain for that unit of employees for which the Union has been duly certified. No evidence was submitted before the Board that Employees coming within the certification were not protected by the classification of the present Agreement and accordingly the Board see no reason for altering the present Clause.

2. ARTICLE IV - HOURS OF WORK:

It was submitted by the Union that the Employer should have the agreement of the Union to any shortening of the work week or work day.

It is the opinion of the Board that the length of the work week or work day falls clearly within the exclusive function of management, but it is agreed that it would be beneficial to all Parties if the matter of shortening the work week or work day - in relationship to lay-offs - could be resolved in the manner most acceptable to the workers affected and accordingly that Article IV be amended by adding thereto the following words:- "In the event the Company desires a reduction in the total work week by way of shortening the number of days worked or the number of hours worked in each day, the Company shall, before bringing such change into effect, discuss the same with the Union."

3. ARTICLE V - SHIFT WORK:

The Union argued that since the shift differential had originally been on the basisiof working short time on the second and third shifts for full rates, there should be a percentage increase in the differential rate based upon any increase in wages awarded.

In the opinion of the Board the existing premium of 10¢ and 16¢ is above average and the Board accordingly recommend no change. This is in line with the Calgary settlement.

4. ARTICLE VI - OVERTIME AND STATUTORY HOLIDAYS:

It is recommended that no change be made in the provisions of the contract.

5. ARTICLE VII - VACATIONS:

The existing agreement calls for 2% of normal year's earnings as Vacation Pay during the first year of employment and 4% of normal year's earnings after one year of employment. By virtue of the change in the Order of the Board of Industrial Relations, this has now been increased and accordingly it is recommended that Section 1 of Article VII be amended to provide as follows:-

First year of employment to and including 15 years employment:	-	Four per cent (4%) of annual straight time earnings.
over 15 years employment:	-	Six per cent (6%) of annual straight time earnings.

6. ARTICLE VIII - WAGES:

On the basis of a two (2) year contract, the Board recommends that the wage rates as set out in the contract be increased by five (5¢) cents in all categories retroactive and effective from August 1st, 1961 to July 31st, 1962, and be increased a further five (5¢) cents effective August 1st, 1962 to July 31st, 1963.

7. ARTICLE XV - DURATION OF AGREEMENT:

It is recommended that the Agreement be dated effective from August 1st, 1961 to July 31st, 1963.

8. A NEW HEALTH AND WELFARE PLAN:

The discussions on any change in the Health and Welfare Plan involve a detailed consideration as to the effect of the proposed changes, the cost factors, the complications arising from other branches of the Companies involved herein maintaining Health and Welfare Plans with the Companies involved herein, the benefits which would be available, should the Union proposal be accepted and the propriety of requiring separate Companies - simply because they have negotiated as a group - to accept a uniform Health and Benefit scheme.

The Board is of the opinion that no decision can be possible without a lengthy and detailed analysis of the existing plans, the proposed plans and the effect upon the employees and employers, and accordingly the Board is not prepared to recommend any change in the existing system.

DATED at Edmonton, Alberta, this 13th day of October, A.D. 1961.

All of which is respectfully submitted,

(signed) W. STANLEY ROSS.

(signed) A. O. ACKROYD.

THE HONOURABLE R. REIERSON,
Minister of Labour,
Administration Building,
Edmonton, Alberta.

Sir:

CONCILIATION BOARD

MINORITY REPORT

IN THE MATTER OF The Alberta Labour Act and a dispute between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local #146, and Canadian Equipment Sales and Service Co., Edmonton, T. I. W. (Western) Ltd.,Edmonton, Maloney-Crawford Tank & Service Co., Limited, Edmonton, and McIntosh Equipment Limited, Calgary, Alberta.

The members of the Board of Conciliation established under Order-in-Council No. 1334/61 were:-

Mr. W. Stanley Ross, Q.C.	-Chairman
Mr. A. O. Ackroyd	-Member
Mr. Stephen Senio	-Member

At the opening of the hearing on September 12th, 1961, the Board was advised that a settlement had been reached with McIntosh Equipment Limited, Calgary, Alberta and accordingly it was not considered.

I beg to advise you that I was unable to agree with the Majority Award on the following items:-

1. ARTICLE I - Recognition and Scope

3. ARTICLE V - Shift Work

6. ARTICLE VIII - Wages

7. ARTICLE XV - - Duration of Agreement

8. NEW HEALTH AND WELFARE PLAN

RECOGNITION AND SCOPE:

In my opinion the Agreement should cover all hourly paid employees as listed in Article VIII - Wages, and within the jurisdiction of Local 146 and within the terms of the certification for the respective firms as issued by the Board of Industrial Relations.

SHIFT WORK:

Since the original formula used was based on working short time on the second and third shifts for full rates, in my opinion there should be a percentage increase in the differential based on any increases in wages awarded. Therefore, the existing premiums of 10¢ and 16¢ should be increased to 11¢ and 17¢ for the second and third shifts respectively. Otherwise it would mean a reduction in the shift premium.

WAGES:

Union proposed a one year contract. Employers on the other hand were desirous of obtaining a two year contract and each party based their arguments on this basis.

It is my opinion that in order to bring about a recommendation which would most likely be accepted by both parties to the dispute it should be the following:-

A two (2) year contract. Wage rates to be increased by five (5¢) cents in all categories retroactive and effective from June 1st, 1961 to May 31, 1962, and be increased a further five (5¢) cents effective June 1st, 1962 to May 31st, 1963.

DURATION OF AGREEMENT:

The majority award, using as a guide the Calgary Agreement, set the date of the Agreement at August 1st, 1961, which in the case of Calgary was the anniversary date. In my opinion then, the Edmonton Agreement should have been made effective as of its anniversary date, namely - June 1st, 1961.

A NEW HEALTH AND WELFARE PLAN:

The evidence contained in the submission of briefs to the Board by the individual employers, and other materials distributed to employees by at least one employer indicated to me that all employers to this dispute have separate Health and Welfare Plans established with their employees. The employer briefs made reference to other plants in the same industry that had similar plans and the cost to them amounted to six (6¢) cents per hour. They also indicated that changes were desirable to the present plan and same could be improved with slightly higher cost.

Apparently the Health and Welfare Plans referred to here were established in a majority of the Plants through discussions held between the employers and a representative of the employees, namely, the Union Business Agent. These being established in local plants with no reference made to any subsidiaries being involved.

On the other hand the Union, through its presentation, argued that Health and Welfare Plans now in effect are not proving satisfactory to the employees whom it represents in the respective plants. Evidence indicates that the employees are desirous of a uniform plan whereby they will accomplish some continuity in coverage regardless of where or by whom they may be employed.

I also foresee that under the present established plans on the individual basis the premium costs are greater and continuity in coverage to an employee does not prevail. Moreover under the present plan the employee has no control while contributing on a 50 - 50 basis to the plan, as he has no control over the increase or decrease of employees which may take place within the plant. Management retains the right to hire or lay off employees in accordance with its commitments.

As I study the arguments presented by both parties and the present contract which is in force and effect, I note that all employers in this dispute by contractual obligation with the union, Article IX, UNION SECURITY, Sections 1, 2, 3, draw their manpower from one common pool, namely, the Union, Lodge #146.

In view of the above it is my considered opinion that a new uniform Health and Welfare Plan would be desirable and should be established within the particular industry with a flexible working arrangement and in the best interest of the employers and their employees.

The Union is requesting a nine (9¢) cents per hour employer contribution towards the establishment of a new Health and Welfare Plan.

The employers indicate they are prepared to spend slightly more to improve the present plan.

This in no way provides a solution to the problems which exist and are in dispute.

Having taken a survey in search for information that might provide a solution to this portion of the dispute, a solution that might be acceptable to both parties, I find that there are established Health and Welfare Plans in the area which provide satisfactory arrangements to the employers and employees with the desired uniform coverage for all employees. The plan is in force and effect between several employers and the Union which represents the employees.

These plans are established by direct contribution made by the employers into a trust fund based on the number of hours worked by the employees. The plan in one instance is administered jointly, while in most instances the employees administer the plan through their organization.

A combined uniform plan would provide unit volume within the scope of the industry, reduce premium costs, administration costs and provide uniform coverage without discrimination, and continuity in coverage to the employees would foster better employee-employer relations and develop teamwork within the industry.

I would recommend that the plan be administered jointly under the guidance of the Trust Deed Act.

For the demands made by the union for hourly employer contributions, I would recommend that the employer contribution be increased by three (3¢) cents per hour for the duration of the contract.

DATED at Edmonton, Alberta this 18th day of October, 1961.

Respectfully submitted,

(SIGNED)

Stephen Senio,
Member.

The Honourable R. Reierson,
Minister of Labour,
Administration Building,
Edmonton, Alberta.

Dear Sir:

A W A R D

IN THE MATTER OF The Alberta Labour Act and a dispute between the Brotherhood of Painters, Decorators and Paperhangers of America, Local Union No. 583, Calgary, and Westgarth Decorators, Dutch Brothers Paints Ltd., and D. Holden Decorators, all of Medicine Hat, Alberta.

Pursuant to the provisions of The Alberta Labour Act, the Conciliation Board established to deal with the dispute between the above named parties, and appointed by Order-in-Council No. 1595/61, convened to hear representations from the parties to the dispute.

Members of the Conciliation Board were:-

Rev. D. O. Reece - - - - - - Chairman

Mr. H. Horne - - - - - - - Representing the Union

Mr. Martin Slofstra - - - - - - - Representing the Employers

The Board considered Article 16 of the Agreement between the above named parties dealing with Union Security.

Appearing before the Board were:-

For the Employees	For the Employers
Mr. W. Patterson	Messrs. Westgarth, Holden and Hazelaar.

After considering the statements and the Brief submitted, the Board wishes to state that no settlement has been reached, and make this Majority Report.

ARTICLE 16. of the Agreement be retained as it now reads:-

ARTICLE 16. MEMBERSHIP

(a) Only members of Local Union 583, in good standing, shall be employed. In the event of the Union being unable to supply competent men, the Employer shall have the right to employ whomever he wishes. Men thus employed shall join the Union within thirty (30) days from the date of commencing employment. All non-union painters must have a work-slip from the Union before starting work.

(b) Where check-off cards are signed by Employees, same will be honoured by the Employer, and the amount deducted shall be remitted to the Financial Secretary of the Union on or before the 20th day of each month.

All of which is respectfully submitted this 7th day of November, A.D. 1961, at the City of Calgary, Alberta.

(SIGNED)

Rev. D. O. Reece, Chairman

(SIGNED)

Harley Horne, Member

The Honourable R. Reierson,
Minister of Labour,
Administration Building,
Edmonton, Alberta.

Dear Sir:

MINORITY REPORT

IN THE MATTER OF The Alberta Labour Act and a dispute between the Brotherhood of Painters, Decorators and Paperhangers of America, Local Union No. 583, Calgary, and Westgarth Decorators, Dutch Bros. Paints Ltd., and D. Holden Decorators, all of Medicine Hat, Alberta.

Pursuant to the provisions of The Alberta Labour Act, the Conciliation Board established to deal with the dispute between the above named parties, and appointed by Order-in-Council No. 1595/61, convened to hear representations from the parties to the dispute.

Members of the Conciliation Board were:

REV. D. O. REECE	Chairman
MR. H. HORNE	Representing the Union
MR. MARTIN SLOFSTRA	Representing the Employers

The Board considered Article 16 of the Agreement between the above named parties dealing with Union Security.

Appearing before the Board were:

For the Employers	For the Employees
MESSRS. WESTGARTH, HOLDEN and HAZELAAR	MR. W. PATTERSON

After the briefs from both parties in the matter had been presented and discussed, I, the undersigned, as a Member of the Board and a Representative of the Employers, wish to state that no settlement has been reached, and make this Minority Report.

Article 16 (a) of the agreement be eliminated or modified.

Article 16 (a) reads as follows:

MEMBERSHIP. Only members of Local Union 583, in good standing, shall be employed. In the event of the Union being unable to supply competent men, the Employer shall have the right to employ whomever he wishes. Men thus employed shall join the Union within thirty (30) days from the date commencing employment. All non-union painters must have a workslip from the Union before starting work.

Objection is made against the provision that non-union men employed shall join the union within thirty days from the date of commencing employment. All non-union painters must have a workslip from the union.

Objection is made on the following grounds:

(1) Union security is not at stake, as we see it, since the right of the employee to join a union immutably exists, and we willingly recognize this. If a non-union member considers it beneficial to himself to join a labour union, he may and he will do so on his own volition.

(2) Compelling workmen to join a union will exclude fair competition since all are brought to equality. It is monopolistic and as such may have an unfavorable bearing upon economic development and growth as equality in membership status with strong union protection has a tendency to produce equality in productivity. Anyhow, it may well lessen the individual's effort to "excell" or to become more productive since job security rests rather in Union membership than in personal contribution in the labour process.

(3) Union Membership is a right. Compelling one to join a union is turning a right into an obligation. This is dictatorial, and cannot, as we see it, be tolerated in a democratic country.

(4) There is freedom of association (Constitutional Right). Giving effect to Article 16 (a) will do away with this right, which cannot, as we see it, have legal sanction. The unorganized labourer is according to Article 16 (a) to follow a prescribed course whereas he has a right to act independently.

(5) A monopoly in the labour market has a tendency to create demands which cannot reasonably be fulfilled by the employer. Employers may be compelled to yield to those demands or else give up business.

(6) If there is any merit in Article 16 (a) from the standpoint of organized labour, it is indirect, that is to say, not a direct improvement in the working conditions under which men are working, but added strength for future contest with all its consequences.

Respectfully submitted this 20th day of November, A.D. 1961, at the Town of Redcliff, Alberta.

(Signed)

M. Slofstra, Member.

TO:

The Honourable R. Reierson,
Minister of Labour,
Administration Building,
Edmonton, Alberta.

Sir:-

A W A R D

IN THE MATTER OF The Alberta Labour Act and a dispute between the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 488, Edmonton, and Brown & Root Ltd., Edmonton, Alberta.

The Conciliation Board appointed by Order-in-Council No. 1645/61 dated October 26th, 1961, to deal with the above captioned dispute, met on several occasions with representatives of the parties to the dispute. The Board heard representations made by both parties and considered all briefs submitted.

The Board was concerned about the question of the matters referred to it. The letter of October 30th, 1961, written by the Chief Executive Officer of the Board of Industrial Relations, purported to refer the matters in dispute between the parties to us and indicated that the issues outstanding were:-

Article 5 - Hiring.
Article 6 - Wages and General Conditions.
Article 8 - Hours of Work, Overtime and Shifts.
Article 10- Travel time and Transportation.
Article 20- Duration.

During the hearings conducted by the Board the union representatives questioned the power of the Board to hear submissions concerning any other matters on the grounds that:-

1. The parties themselves had signed a statement dated September 22nd, 1961, wherein they agreed that the issues listed above remained in dispute following the appointment of the Conciliation Commissioner.

2. There was nothing contained in the Chief Executive Officer's letter or the Order-in-Council appointing the Board to indicate that we had the power to deal with any matters other than those listed above.

Upon due consideration of this question the Board ruled that since no settlement had been reached there was in fact no binding agreement of any kind between the parties and that, therefore, the Board had the power to hear and consider submissions from them pertaining to any matter which became the subject of discussion. In effect the Conciliation Board reviewed the whole agreement.

In order to avoid the difficulty which confronted this Board concerning the alleged limitations placed upon its ability to conciliate this dispute, it is respectfully recommended that the signed statements obtained from the parties at the conclusion of the efforts made by the conciliation commissioner to bring about agreement should indicate that the issues described as being outstanding at that time are intended to be used only as a guide and do not restrict the power of a Conciliation Board to consider all matters relevant to the dispute or which may become relevant during the life of the Conciliation Board.

The Conciliation Board also noted that while the Chief Executive Officer's letter purported to refer the dispute to the Board, the Order-in-Council is silent on this subject. It merely acknowledges the existence of enabling legislation under the provisions of which the Lieutenant Governor in Council may appoint a Conciliation Board, the continuing existence of a dispute between the parties following the appointment of a Conciliation Commissioner, and then "advises" that the persons named are appointed as a Conciliation Board. The Order-in-Council does not, in express terms, refer the dispute to the Board, nor does it define its terms of reference.

Subsection (1) of Section 88 of The Alberta Labour Act provides that the Minister shall deliver to the Board a statement of the dispute to be enquired into by it.

In view of the wording of the Order-in-Council and the provisions of Section 88 (1) of The Act, it is reasonable to conclude that the Chief Executive Officer's letter of October 30th, constitutes "a statement of the dispute," and may have the effect of limiting the conciliatory efforts of the Board to those matters listed as remaining in issue between the parties.

It is respectfully submitted that, until final agreement has been reached, the parties are still in dispute, and that no limitations should be imposed upon a Conciliation Board concerning the nature so extent of its efforts to bring about agreement between them. For this reason we recommend that a Conciliation Board's power to carry out its principal function of bringing about agreement between the disputants be more clearly defined in the Order-in-Council.

It was apparent to us that the parties had already achieved a considerable amount of agreement as to the terms of a contract and our recommendation is, therefore, limited to those matters which remained outstanding between them upon the completion of our enquiry. Those articles which were agreed to by the parties have been included in our award and it is recommended that the parties accept the following as an agreement between them:-

THIS AGREEMENT ENTERED INTO THE_____DAY OF _____, 1961.

BY AND BETWEEN:

1 BROWN & ROOT LTD., A Body corporate incorporated under The Companies Act of the Province of Alberta, having an office at the City of Edmonton, in the Province of Alberta, Canada (Hereinafter referred to as the "EMPLOYER")

- and -

LOCAL UNION 488 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, (Hereinafter referred to as the "UNION")

2 WHEREAS the employer is engaged in the plumbing and pipefitting industry in the Province of Alberta and in the performance of such work recuires the services of competent, skilled and qualified journeymen; and

3 WHEREAS the union is affiliated with The American Federation of Labour-Congress of Industrial Organizations and The Canadian Labour Congress, and has in its membership competent, skilled and qualified journeymen and apprentices to perform all work coming within the trade and craft jurisdiction; and

4 WHEREAS the employer and the union desire to mutually establish and stabilize wages, hours and working conditions for journeymen and apprentices employed in the Province of Alberta with said employer, and further to encourage closer cooperation and understanding betweeen the employer and the union in the plumbing and pipefitting industry to the end that a satisfactory, continuous and harmonious labour relationship will exist between the parties to this agreement;

5 NOW THEREFORE the undersigned employer and union in consideration of the premises and covenants herein contained mutually agree as follows:-

ARTICLE I - RECOGNITION

6 The employer recognizes the union as the sole and exclusive bargaining representative for all journeymen and apprentices in the employ of the employer within the boundaries of the area jurisdiction of the union, namely that portion of the Province of Alberta north of parrallel of Latitude 52 - 15' cuttting east and west through the centre of the City of Red Deer, with respect to wages, hours of work and other terms and conditions of employment on any and all work described in Article II of this agreement.

ARTICLE II - TRADE OR WORK JURISDICTION

7 This agreement covers the rates of pay, rules and working conditions of all journeymen and apprentices engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, including job fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, reloading, tying-on and hoisting of all piping materials, appurtenances and equipment, by any method, including all hangers and supports of every description and all other work included in the trade jurisdictional claims of the United Association.

8 In recognition of the above work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedure established by The National Joint Board or any successor agency of The Building Trades Department.

9 There shall be no work stoppage because of juridictional disputes.

ARTICLE III - SCOPE OF AGREEMENT

10 All wages and working conditions hereunder shall be effective on all plumbing and pipefitting work performed by the employer or by any person, firm or corporation owned or financially contrclled by the employer in the Province of Alberta and within the area jurisdiction of the Union.

ARTICLE IV - UNION SECURITY AND HIRING PROCEDURE

11 The employer agrees to give preference of employment to members of Local Union 488 in good standing, to undertake work defined under the terms of this agreement. Where possible all such employees shall be hired through the union office. The company will advise the union office in advance of the start of a job.

12 The employer agrees to engage employees through the services of the union office:-

(a) On work usually defined as domestic work, the employer has the freedom to select from the list of available members.

(b) The employer has the freedom to transfer any employer to any work covered by this agreement.

(c) On industrial work the first five (5) employees for a new project may be transferred by the employer from other work, or selected from the list of available members in the union office. All additional new employees will be hired on a 50/50 basis. One by name and one off list in consecutive order in each trade.

13 The union agrees to furnish competent workmen to the employer on request, provided however, that the employer shall have the right to determine the competency and qualifications of its employees and to discharge any employee for any sufficient cause. The employer shall not discriminate against any employee by reason of his membership in the Union or his participation in its lawful activities.

14 When the employer has requested the union office to furnish workmen to perform work within the scope of this agreement, and the required number of workmen are not furnished —

(A) In the metropolitan area within two (2) working days,

(B) In the rural areas within three (3) working days,

after the date for which the workmen are requested, the employer shall have the right to procure the required number of workmen from other available sources, provided however, that such workmen procured from other available sources shall be required to join the union not later than thirty (30) days after hiring. The employer agrees to notify the Union by telephone or otherwise at the time when he employs a person not supplied by the union.

15 It is understood and agreed that as a condition of employment all employees covered by this agreement both union and non-union, shall be required to pay to the union monthly an amount equal to full membership dues in each respective classification, and the employer agrees to deduct the same from the employees' first pay cheque each month and to forward such monies before the last day of the same month to the Treasurer of the union.

16 In the event of a lay-off of employees, non-members of the union shall be released from employment before union men.

ARTICLE V - WAGES AND OTHER GENERAL CONDITIONS

17 JOURNEYMEN - The wage rate for journeymen employed under the terms of this agreement shall be Two ...80/100($2.80) Dollars per hour from the date of signing this agreement.

18 The minimum rate of wages for a Foreman shall be Twenty-Five (25¢) cents per hour above the Journeymen's rate. The minimum rate of wages for a General Foreman shall be Fifty (50¢) cents above the Journeymen's rate.

19 All duly indentured apprentices shall be employed and paid in accordance with the provisions of The Alberta Apprenticeship Act, (percentage of wages to be based on the rate shown in Clause 18 above) provisions of the said Act.

20 Effective on date of signing the Employer agrees to pay 10¢ per hour for every hour worked by the employees covered by this agreement, for Health and Welfare. This contribution is to be made solely by the employer on behalf of his employees covered by this agreement. In no case shall the employer deduct such contribution from an employee's wages. This is a provision over and above the employees regular hourly wage rate. Payment procedures and fund administration will comply with the terms to be established in the prevailing local collective bargaining agreement. Prior to establishment of terms in local agreement monies accruing will be placed in a trust fund, deposited with National Trust Company, Edmonton, for transfer to the administrator when established by local agreement. In the event an employer's contribution to Health and Welfare for the benefit of Local 488 or its members is not established by the prevailing local agreement during the term of this agreement, the accrued funds shall be expended to provide sickness and accident benefit under a plan of group insurance for the benefit of all employees covered by this agreement. The plan of group insurance to be so provided may form a part of similar existing plans which may then be in effect or may be an independent plan designed exclusively for the benefit of employees covered by this agreement.

21 Employees must accept reasonable responsibility for the tools furnished by the employer and must report the loss of any of these tools immediately. The employer agrees to provide adequate protection and storage for all tools issued and accepts responsibility for normal wear and tear on return of broken or worn tools. Tools shall be kept in good condition at all times. Employees wilfully misusing or failing to report loss of tools shall be subject to cost of replacement.

22 Where practical and possible, modern, proper, clean, sufficient toilets and also change rooms shall be provided. Suitable accommodations shall be supplied for employees in which they may eat their lunches. These accommodations shall be heated in inclement weather.

23 Where employees are required to work in excess of Ten (10) hours in a single shift they shall be provided with a suitable meal (hot where possible) and every four hours thereafter until the shift is ended. Cost of meals and time consuming same to be borne by the employer. Where the employer is paying subsistence this clause shall also apply.

If an employee is required to return to work before an eight hour break occurs, he will be paid double time rate until such time as an eight hour break occurs.

ARTICLE VI - EDUCATIONAL TRUST FUND

The employer agrees to give consideration to participating in an Educational Trust Fund for development of skills of journeymen and apprentices in the plumbing and pipefitting industry, should such be established in the area jurisdiction of the union.

ARTICLE VII - HOURS OF WORK, OVERTIME AND SHIFTS

The maximum of eight (8) hours shall constitute a day's work beginning between 7:00 a.m. and 8:00 a.m. and ending between 3:30 p.m. and 5:00 p.m. The maximum work week shall be forty (40) hours, between the hours of 7:00 a.m. Monday and 5:00 p.m. Friday.

Sufficient time as determined by the employer will be allowed employees to put away tools before ending each shift.

OVERTIME - All hours worked outside of the regular shift hours as outlined in Clauses 26 and 30 of this agreement shall be deemed overtime and shall be paid for at one and one-half ($1\frac{1}{2}$) times the basic day time rate for the first two hours and double time thereafter.

Local Union 488 is not in favour of employees working beyond the regular working hours outlined in Clause 26 but prefers to encourage employees to engage additional employees and create a second and third shift, thereby increasing more opportunity for employment of its members. However, it is understood that conditions do arise, due to the danger, to health, property damage, shop or job saturation, journeymen shortage or job location, where overtime work is necessary. Such work may proceed for a maximum period of five (5) days. Overtime in excess of this shall be considered regularly scheduled overtime and shall require the signature of the employer and the business manager or acting business manager of Local Union 488, and be bulletined accordingly. The necessary signatures of both parties will be given if the request complied with the above conditions.

All work performed on Saturdays, Sundays, and the following statutory holidays shall be paid for at the rate of double time: New Year's Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. Should the holiday fall on a Sunday the following Monday will be observed.

SHIFTS - Shift work may be performed at the option of the employer, however, when shift work is performed it must continue for a period of not less than five (5) consecutive work days. The day shift shall work a regular eight (8) hour shift as outlined in Clause 26 of the Article above. Second and third shifts shall be scheduled for a minimum of seven (7) hours per shift. Employees working the second and third shifts shall receive pay for actual hours worked. The hourly rate for employees on the second and third shifts shall be one and one-fifth (1 1/5) times the basic daytime rate for a maximum of eight (8) hours with double the basic daytime rate thereafter.

ARTICLE VIII - REPORTING PAY

32. In the event that employees report for work on the job site at starting time in inclement weather or if no work is provided they shall receive a minimum of two (2) hours of regular wages provided they consent to work for two (2) hours at such work not affected by inclement weather or other conditions prevailing but no employee shall be entitled to such reporting pay if notified not to report for work at least two (2) hours before shift commences. However, when strike conditions make it impossible to put such an employee to work or where stoppage of work is occasioned thereby or when an employee leaves work of his own accord, employees shall not be entitled to reporting pay.

ARTICLE IX - TRAVEL TIME AND TRANSPORTATION EXPENSE.

33. Employees going to work outside the actual limits of the city or town and returning daily, shall be on the job at the regular starting time, and shall work a full shift.

34. For employees working at a jobsite beyond the terminals of the local regular transit systems, from which they return daily, the employer shall provide at his own expense and control, safe, clean means of transportation to convey employees residing within the city or town limits, both to and from the jobsite office with sufficient seating accommodation for each person, heated and protected in inclement weather. Pick up points on the North and South sides of the river to be mutually agreed upon.

A designated areaas shown in red on the attached map shall define a free zone area and no payment for travel time will be paid to employees working within this zone.

For employees working beyond this free zone area travell time pay shall be paid at the rate of one and one-half (1½) minutes of the employees basic hourly rate per mile for every mile so travelled both ways beyond a five (5) mile travelled distance from the Edmonton City Hall.

For the purpose of computing the mileage for travel time pay, the distance will be measured from the Edmonton City Hal via the shortest practical driving route to the jobe site office and return, less a deduction of ten (10) miles from the total distance so travelled.

35. When the transportation provided by the employer for the conveyance of employees is delayed by circumstances beyond the control of the employees, thus causing them to report for work later than the regular starting time, the employer agrees there shall be no deductions made from the employee's pay. It is agreed that there shall be no wage claims against the employer for any time lost, caused by similar delays in returning from work provided transportation is available at the end of the shift.

36. Employees directed or dispatched to work from which they do not return daily shall be paid regular rates of wages set out in this agreement and be provided with public service transportation from within the city limits to the destination point and return, including regular meals in transit. If travelling at night, a slepper shall be provided. Travell time pay shall be at single time rates and shall not exceed eight (8) hours of any twenty-four (24) hour day, except if travelling past midnight using surface transportation and if no sleeper is provided, single time rates shall apply from midnight until arrival at destination.

37 Employees required to travel out of a city or town to another job after working a shift shall be paid for such travel time at straight time rates.

38 If men leave the job of their own volition or are discharged for just cause within forty-five (45) days, transportation and travelling time returning to the City of Edmonton may be withheld. If the men leave the job of their own volition or are discharged for just cause within thirty (30) days, transportation and travelling time to the job may be withheld at the discretion of the employer.

39 It is the responsibility of the employer to arrange and pay all transportation and suitable living accommodations seven (7) days per week for employees required to live away from home. The employer shall not be bound to pay more than reasonable expenses, having regard to the facilities for board and lodging available in the vicinity of the jobsite, and shall apply only on condition that the employees have worked the total regular hours per week as set out in Clauses 26 to 31 or if the project does not last one week or longer, on condition that they work regular hours per day, unless incapacitated by illness, or other legitimate causes as agreed to by the job superintendent and union representative.

ARTICLE X - PAY DAY

40 Pay day shall be once each week, and not more than three (3) days may be held back. Employees are to be paid before the end of their regular shift. When employees are laid off or discharged, they shall be paid wages due to them at the time of lay-off or discharge except when the employer has not established a pay office at the job site. Payment will then be effected by mail within twenty four (24) hours. If an employee is required to report for his pay, two (2) hours reporting time shall be paid.

41 The employer shall make arrangements for the employees to cash their cheques without exchange cost. Employees on other than regular day shift shall receive their pay cheques on the day preceding the regular pay day.

ARTICLE XI - UNION REPRESENTATION AND ACCESS TO JOBS

42 Authorized representatives of the union shall have access to jobs where employees covered by this agreement are employed, provided they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such union representative complies with customer rules.

43 A steward shall be a working journeyman appointed by the Business Manager or Business Agent of the union, who shall in addition to his work as a journeyman, be permitted to perform during working hours such of his union duties as cannot be performed at other times. The union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the steward a reasonable amount of time for the performance of such duties.

ARTICLE XII - SUPERVISION

44 The selection and appointment of general foremen and/or formen is solely the responsibility of the employer in keeping with this agreement.

ARTICLE XIII - WELDING TESTS

45 Any journeyman whose skill is welding, who is requested to report to pass a welding test, shall be placed on the payroll from the requested reporting time and shall be paid for the time required to pass the test and will remain on the payroll until such time as results are declared.

ARTICLE XV - FABRICATION

46 The parties agree that this article is a material and substantial part of this agreement, establishing terms of employment.

47 There shall be no restriction on the use of machinery, or tools used in connection with installation of work coming under the jurisdiction of members of the Union, provided that such machinery or tools shall be operated by employees covered by this agreement.

48 Piping two (2) inches in diameter and under shall be fabricated on the job site; piping over two (2) inches in diameter at the option of the employer may be fabricated on the job site or in shop. Unless a part of a dimensioned welded pipe formation, the butt welding of all mill run lengths, regardless of size, shall be done on the job site.

49 All piping for confort heating and air conditioning will be fabricated at the job site. This includes boiler plants used only for generating steam for comfort heating systems.

50 Piping requiring heat or other special treatment or the use of special tools and equipment may be fabricated on the job site or in the shop.

51 All bends over two (2) inches in diameter may be fabricated on the job site or in a shop.

52 Where the word "shop" is used in this section it shall be defined as a pipe fabricating shop under agreement with the United Association or one of its locals unions.

ARTICLE XVI - PIPE HANGERS AND PIPE SUPPORTS

53 All pipe supports and pipe hangers made of structural shapes only which can be fabricated from drawings or specifications are not covered by this agreement. Such pipe supports and pipe hangers shall be shipped to the job unattached and erection shall be covered by the terms of this agreement.

54 All pipe supports and pipe hangers which require field dimensions for fabrication are covered by this agreement.

55 All hanger rods are to be cut and threaded on the job site.

56 All catalogue items such as clamps, U-Bolts, etc., may be purchased from any source at the option of the employer. Erection of such items shall be covered by the terms of this agreement.

ARTICLE XVII - SAVING CLAUSE

57 Should any article, or any provision, or any part of this agreement be void by reason of being contrary to law, the remainder of this agreement shall not be effected thereby.

ARTICLE XVIII - ADJUSTMENT OF GRIEVANCES AND DISPUTES

58 If any difference concerning the interpretation, application, operation or any alleged violation of this agreement arise between the parties, they shall be dealt with in accordance with the provisions of The Alberta Labour Act.

ARTICLE XIX - DURATION, TERMINATION AND AMENDMENTS

59 This agreement shall be in full force and effect as of the day it is signed and becomes binding upon both parties and it shall continue in full force and effect until the 31st day of March, 1963, and from year to year thereafter except as hereinafter provided.

60 Either party may terminate this agreement on any anniversary date by notice in writing to the other party not less than thirty (30) days or more than sixty (60) days prior to such anniversary date.

61 Either party wishing to negotiate a renewal or amendments to this agreement shall give notice in writing of such desire to the other party not less than ninety (90) days or more than one hundred and twenty (120) days prior to the anniversary date of this agreement.

DATED at Edmonton, Alberta, this 24th day of November, A.D. 1961.

All of which is respectfully submitted.

REV. ARTHUR R. J. MOLYNEUX,
Chairman, Conciliation Board.

WALTER L. NISBET,
Member, Conciliation Board.

TO:

The Honourable R. Reierson,
Minister of Labour,
Edmonton, Alberta.

Sir:-

A W A R D

IN THE MATTER OF The Alberta Labour Act and a dispute between the International Association of Heat and Frost Insulators and Asbestos Workers, Local 110, and certain Members of the Master Insulators Association of Alberta.

The Conciliation Board established by Order-in-Council No. 1683/61 dated October 31st, 1961, met with representatives of the parties to the dispute and considered the representations made.

The Conciliation Board wishes to point out that while the Order-in-Council referred to eight Articles as under dispute as follows:-

1. Article 1 - Recognition
2. Article 4 - Hours of Work
3. Article 6 - Overtime and Shift Differential
4. Article 7 - Reporting time
5. Article 8 - Wages
6. Article 9 - Transportation
7. Article 12 - General
8. Article 19 of the Union's Proposal

that in the course of the hearings which transpired at the time the Conciliation Officer was appointed, the parties had each submitted draft agreements from which the Conciliator attempted to formulate an acceptable agreement as set out in his report and in doing so it was claimed by both parties that certain agreeable clauses from the original agreement had been omitted.

This Conciliation Board having no precise list of such clauses was of the opinion that a more workable award would be possible if it dealt with those additions or deletions specifically asked for with reference to the Conciliator's draft agreement and has done so on the basis that if there are any further clauses which have not been dealt with by this Board and which are acceptable to all parties, that they can be added by the parties in drafting any final agreement formulated. Accordingly, in dealing with the Conciliator's report, the following recommendations are made:-

1. RECOGNITION

(a) The employer recognizes that the Union has jurisdiction in that portion of Alberta, north of a line that runs east and west through the Province of Alberta at the north city limits of Red Deer, and that within this area Local #110 shall exercise all rights given by this agreement.

(b) In the event that the employer has work outside of the jurisdiction of this Local, he shall send a mechanic to supervise, and in the event of insufficient supply of labour in that territory, the employer may ask for additional help (mechanic) as he may necessarily need and such employees shall receive in addition to transportation cost, the highest wage rate, board allowance, fringe benefits and any other conditions of employment of either jurisdiction or as established in this agreement, provided that the provisions of this section shall not apply where an employee voluntarily accepts employment outside the jurisdiction of this local.

2. MANAGEMENT RIGHTS

(a) The Union recognizes the right of the employer to manage his shop, direct working forces, assign work, the transferring of employees from job to job as required, the sole right to hire, promote, transfer or discharge any employee for just cause, the sole right to reject applications for work, the sole right to manage its business in all respects, in accordance with its commitments and responsibilities, the sole right to determine methods, processes, means of production, handling and manning of all jobs, and that except where otherwise specifically agreed herein, the employer shall have exclusive rights to decide and enforce all matters pertaining to operation of his business.

(b) The Union agrees that any agreement signed with an Independent employer or Company, who is not a member of the Master Insulators Association of Alberta, that such agreements shall be identical with the agreements signed by this Association, or signatories to this agreement. Exception to this agreement will be: Maintenances, International and Edmonton Building and Construction Trades Council Agreement.

3. UNION RIGHTS

(a) The signatories to this Agreement agree to employ only members of Local 110 so long as members are available. If Local 110 cannot supply Mechanics or Improvers acceptable to the employer within 24 hours, the employer then has the right to hire non union Mechanics or Improvers.

(b) The Union may appoint one qualified tradesman as a Steward on each project. The Union shall advise the employer in writing of the name of each Steward appointed.

(c) The Business Agent of the Union may have access to all jobs covered by this agreement provided the employer is notified and permission is obtained from the superintendent in charge of the job. The work of the employees is not to be interfered with.

4. HOURS OF WORK

(a) The regular work day shall be eight hours per day between the hours of 8:00 a.m. and 5:00 p.m. with one hour for lunch except where mutually agreed by the employer and employees on the job or project.

(b) The regular work week shall be forty hours Monday to Friday.

5. STATUTORY HOLIDAYS.

The observed holidays shall be:

NEW YEARS DAY	DOMINION DAY	REMEMBRANCE DAY
GOOD FRIDAY	LABOUR DAY	CHRISTMAS DAY
EMPIRE DAY	THANKSGIVING DAY	BOXING DAY

6. OVERTIME AND SHIFT DIFFERENTIAL

(a) All hours worked in excess of the regular daily or weekly hours, Saturdays or Sundays (where requested by the employer) and observed holidays shall be paid for at double time.

(b) When or where it may be necessary to work shift work, the second shift shall be paid at the rate of eight (8) hours pay for seven (7) hours work and the third shift shall be likewise. Notice of shift work shall be given in accordance with The Alberta Labour Act.

(c) Employees required to work in excess of two (2) hours overtime on a regular work day shall be supplied with one meal at the Company's expense and shall be allowed one-half ($\frac{1}{2}$) hours rest period for eating.

7. REPORTING TIME

(a) In the event employees report to work at starting time at job sites to which transportation has been provided by the employer and they do not commence work because of unavoidable weather or site conditions, all reporting employees shall be paid a minimum of two (2) hours pay at regular rates, provided they remain on the job site and perform such other duties as may be assigned for the two (2) hours.

8. WAGES

The rates of pay as given by this Agreement shall be as follows:-

(a) Mechanics who are fully qualified shall be paid at the rate of

$2.65 per hour from November 1st, 1961, to the end of February, 1962.
$2.70 per hour from March 1st, 1962 to June 30th, 1962.
$2.75 per hour from July 1st, 1962, to March 31st, 1963.

(b) Recognized Improvers shall be paid as follows:-

60% of Mechanics rate for the first year.
70% of Mechanics rate for the second year.
80% of Mechanics rate for the third year.
90% of Mechanics rate for the fourth year (and all the remaining time until he becomes a qualified mechanic.)

All improvers rates to be brought to the nearest five cents (5¢).

(c) Payment of all wages shall be weekly on the job on the day designated by the shop as pay day.

(d) Any Mechanic who is to supervise and direct five (5) or more mechanics, shall be classed as a foreman and is to be paid twenty-five (25¢) cents per hour over the prevailing mechanic's rate.

(e) A foreman shall direct and supervise any sub-foreman or push if and when any are hired. If a foreman is required to direct and supervise a push or sub-foreman, he shall be paid not less than 35¢ over the prevailing mechanic's rate.

(f) When a mechanic is using a spray gun, he shall be paid an additional 25¢ per hour and his helper shall be paid in proportion to the percentage of the mechanic's rate as set out above.

9. TRANSPORTATION, MEALS AND ACCOMMODATION

(a) Employees shall receive free room and board, travelling time and transportation, on out of town projects designated by the employer. Time required in travelling to and from out of town projects shall be paid for at single time rates not to exceed eight (8) hours in twenty-four (24) hours.

(b) Employees may arrange accommodation and transportation for employees required to work out of town, provided that the employer may elect to advance to the employee the estimated amount of the employees reasonable expenses, in which event the employee shall arrange his own accommodation and transportation and supply the employer with receipts therefore.

(c) Should any employee become ill or laid off work for any legitimate cause, the employer shall provide room and board until transportation is available.

(d) Where free camp facilities, meeting the requirements of the Alberta Department of Health, are provided, an employee wishing to secure accommodation outside the camp shall do so at his own expense.

(e) For employee working beyond the City limits and who returns daily, the employer shall provide proper transportation. Pick-up points shall be agreed upon and employees shall attend such points. Employees shall be paid travel time and straight time rates when travelling exceeds ten (10) miles from the City Limits.

(f) When transportation supplied by the Company for the convenience of the employees to the job site is delayed for any reason over which the employees have no control, the employer shall allow the employee pay from the regular starting time.

(g) Under no circumstances shall any material pertaining to any job be carried in private vehicles with the exception of personal tools.

10. DISMISSAL AND LAYOFF

(a) When members of Local #110 are laid off, they shall receive their wages in full upon termination. If a member is discharged or quits on his own accord, he shall receive his wages, within forty-eight (48) hours upon termination with the exception of cases where a member quits or is fired on a Friday, he then shall receive his cheque on the following Tuesday.

(b) When an employee is dismissed for cause - no notice need be given.

11. GRIEVANCE PROCEEDINGS

(a) Any dispute, grievance or misunderstanding between the employer and the Union concerning the interpretation, application, operation or an alleged violation of this Agreement, shall be settled without stoppage of work or walk-out as follows:

(b) Any employee who has a grievance within the terms of this contract shall put the same in writing within forty-eight (48) hours and having been duly signed, shall present the same to the Shop Steward who, with the Business Agent, shall discuss the matter with the management; and any employer who has a grievance with respect to this agreement shall put the same in writing within forty-eight (48) hours and, having been duly signed, shall present the same to the Business Agent, or any officer of the Union, or, if none are available to the Shop Steward, and the same shall thereupon be discussed with the Union. If the grievance of either employee

or employer is not settled to the satisfaction of the employer or the Union within fourteen (14) days from the date upon which written grievance was presented to the other side, the party dissatisfied shall, by written notice, notify the other side of their desire to appoint a Grievance Board and within seven (7) days of delivery of such notice for a Grievance Board, the Union and employer shall each appoint one member to represent the respective parties, and the two members so appointed shall endeavour to select an independent Chairman.

(c) Failing to agree on the selection of an independent Chairman, they shall request the Minister of Labour to select a Chairman.

(d) The Grievance Board so established shall have authority only to interpret and apply the provisions of this Agreement, and it shall not have the authority to alter or to direct an alteration to this Agreement, or make any deletions or additions thereto.

(e) The majority decision of the Grievance Board shall be final and binding on both parties, but the said Grievance Board shall be entitled to consider and decide, only the particular issues as were set out in writing in the original grievance for which the Board was established.

(f) The fees and expenses of the Grievance Board shall be paid as follows: The Union shall pay fees and expenses of the member chosen by the employees; the employer shall pay fees and expenses of the member chosen by the employer; the fees and expenses of the Chairman shall be divided equally between the employer and the Union.

12. GENERAL

(a) The employer agrees to employ the membership of Local #110 in the application of Pipe and Boiler covering, insulation of hot surfaces and ducts, flues, etc., and the covering of cold piping insulation materials for alterations and repairing any of the above mentioned.

(b) There shall be no restriction on the use of machinery, appliances or tools used in connection with any work done pursuant to this Agreement.

(c) Any member of Local #110 who is disqualified or suspensed may be removed from the employer's payroll at the request of the Union.

(d) The ratio of Improvers and Mechanics are as follows: One Mechanic and One Improver for the first two employed on any one project, thereafter the ratio shall be One Improver to Four (4) Mechanics.

(e) If it appears that any portion of the Agreement contravenes the Federal or Provincial Legislation or Regulations, such provision shall be inoperative, but the balance of the Agreement shall continue in full force and effect.

(f) If members of Local No. 110 are not available at the Union office within twenty-four (24) consecutive hours, it is agreed that the Union will direct to the employer, emergency help in the number required and the Union shall issue these men with referral slips for purpose of identification and classification and such men must file application with Local No. 110 within fifteen days (15) from the start of employment and such emergency help is not to be counted in the job or shop ratio for the duration of the emergency period.

13. SAFETY EQUIPMENT

The employer shall supply all necessary safety equipment at no cost to the employees. He shall supply rubber or polythene gloves, if working with Foamglass or mastics. The employer also agrees to supply hand cleaner (waterless type), face cream (vaseline) and brushes when the men are working with all types of mastics and Flintkotes. The employer also agrees to supply major cutting tools for Foamglass blocks and pipe insulation materials, but no hand tools. Hard hats, staple guns and paint brushes to be supplied by the employer and in addition shall have a First Aid Kit present on all projects. The members must at all times preserve the safety equipment they use and not abuse or destroy willfully the equipment supplied by the company. The company shall be entitled to deduct and charge for all tools supplied hereunder but upon the same being returned in good condition the employees shall be entitled to a refund for all equipment so returned.

14. TERMINATION

(a) This agreement shall become effective on the 1st day of April, 1961, and shall remain in full force and effect up to and including the 31st day of March, 1963, except for rates of pay which will be as shown in clause 8.

(b) Either party may, not more than sixty (60) days and not less than thirty (30) days prior to expiry date give notice in writing to the other party requiring them to enter into negotiations for renewal of this Agreement, the termination or amendment thereof, and if no notice is given within the required time, the within Agreement shall automatically be renewed for a further period of one (1) year.

(c) In the event that notice of amendment or renewal shall be given within the said period, and negotiations are continuing at the expiry date hereof the within Agreement will nevertheless continue in full force and effect until all such negotiations and all steps under The Alberta Labour Act have been completed.

All notices which may be served under the terms of this Agreement shall be deemed to have been properly served when directed to the International Association of Heat and Frost Insulators and Asbestos Workers, Local #110, Room 201, 10740 - Jasper Avenue, Edmonton, Alberta, and to the Master Insulators Association of Alberta, at 14504 - 118th Avenue, Edmonton, Alberta, said notice to be sent to the above mentioned, addressed by single registered mail and service to be deemed effective one day after the mailing of the said notice. It is further understood that if service is to be made to any other address, this will immediately be made known by registered mail to the opposity party.

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the duly authorized officers of the Association of the Union as well as the individual members of the Association of this day of _____,A.D. 1961.

All of which is respectfully submitted,

(SIGNED)
W. STANLEY ROSS, Q. C.
Chairman - Conciliation Board

(SIGNED)
WALTER L. NISBET, Member,
Conciliation Board.

(SIGNED)
STEVE SENIO, Member,
Conciliation Board.

DATED at Edmonton, Alberta,

this 12th day of December, 1961.

TO:

The Honourable R. Reierson,
Minister of Labour,
Edmonton, Alberta.

Sir:-

IN THE MATTER OF The Alberta Labour Act
and a dispute between the Hospital
Employees Local Union No. 41, N.U.P.E.
and the Royal Alexandra Hospital, Edmonton

The Conciliation Board established by Order-in-Council 1594/61 dated October 17th, 1961, met with representatives of the parties to the dispute and considered the representations made within the terms of reference.

We are pleased to report that during the course of the Conciliation Board hearings the parties involved have of themselves been able to resolve all differences and have completed a collective agreement. This collective agreement may be considered as part of the Conciliation Board's report.

The Conciliation Board wishes to express its appreciation for the co-operation and the manner in which the representations were made.

All of which is respectfully submitted,

(signed)
R. V. JOHNSON, Chairman,
Conciliation Board.

(signed)
F. C. BODIE, Member,
Conciliation Board.

(signed)
JOHN L. McINTYRE, Member,
Conciliation Board.

DATED at Edmonton, Alberta,

this 5th day of December, 1961.

TO:

The Honourable Raymond Reierson,
Minister,
Department of Labour,
Administration Building,
EDMONTON, Alberta.

Sir:

AWARD

IN THE MATTER OF The Alberta Labour Act and a dispute between the United Packinghouse, Food and Allied Workers, Local 661, Calgary and Western Seed Processors Ltd., Lethbridge, Alberta.

The Conciliation Board, appointed under Order-in-Council No. 1825/61 dated November 20th, 1961, met with the parties to the dispute and considered the submissions made by their representatives.

The Members of the Conciliation Board were:-

Professor Frank R. Anton, Chairman.

Mr. Robert Scott, Union Representative.

Mr. Thomas W. Snowden, Company Representative.

Appearing before the Board were:-

For the Company	For the Union.
Mr. John J. Banfield	Mr. Jack Hampson
Mr. Hugh H. Michael	Mr. Peter Uganecz

Also present was Miss Phyllis Firth, Secretary to the Board.

The Conciliation Board met with the parties to the dispute in the Board Room, provincial Building, Lethbridge on Wednesday, December 6th, 1961. Mr. Jack Hampson presented a brief on behalf of the union. Mr. John Banfield stated that the Company had not had time to prepare a written brief, but that he would present oral evidence for the Company on the understanding that the Company reserved the right to submit a written brief later should this be considered necessary.

After the Board had heard the Union's brief, Mr. Banfield stated that he could not agree to the Union Security provisions of the collective agreement which had been drafted earlier with the assistance of the Conciliation Commissioner - Mr. Rodwell. Agreement was, however, reached on the matter of Statutory Holidays. The issue of Wages was also discussed. The Company representatives asked for time during the lunch recess to consider the Union's proposed rates.

The Board reconvened after lunch. Mr. Banfield then announced that the Company's aim was to maintain and foster sound labour - management relations and that if the employees of the Company earnestly desired the Union to represent them then his Company was prepared to accept all of the recommendations of the Conciliation Commissioner and to sign a collective agreement with the Union, providing that the employees voted, by secret ballot, to accept the agreement.

This proposal was accepted by the Union. It was agreed that all employees in the bargaining unit should be given the opportunity to study the Conciliation Board's Award and that the Board of Industrial Relations be requested to conduct a vote among the employees to determine whether the employees involved wished to accept or reject the terms of the Collective Agreement as presented.

THIS AGREEMENT MADE THIS 1st DAY OF NOVEMBER, 1961.

BETWEEN: WESTERN CANADIAN SEED PROCESSORS LTD.,
Lethbridge, Alberta,
(herein after referred to as)

"the Company"

AND: THE UNITED PACKINGHOUSE, FOOD AND ALLIED WORKERS LOCAL 661, affiliated with the American Federation of Labour/Congress of Industrial Organizations, and the Canadian Labour Congress,
(hereinafter referred to as)

"the Union"

ARTICLE I. OBJECTS.

1. The purpose of this agreement is to maintain a harmonious relationship between the Company and its employees; to define more clearly hours of work, wages and conditions of employment; to provide an amicable method of settling differences and grievances which may from time to time arise; to promote mutual interests of the Company and its employees, and to provide for the operation of the Company's plant under methods which will serve the interest of producers and consumers as well as those of the Company and its employees. Since maintenance of a good standard of wages and working conditions depends upon sound and efficient operations of the business, the Union agrees to co-operate with the Company at all times.

(a) To maintain and improve quality of products;

(b) To avoid waste of products, materials and time;

(c) To assist in keeping the Company's premises clean and tidy;

(d) To conserve and protect machinery and equipment.

It is recognized by this agreement to be the responsibility of the Company and its employees to co-operate fully, individually and collectively, for the promotion of the aforesaid conditions.

ARTICLE II. RECOGNITION

2. The Company recognizes the Union as the exclusive bargaining agent for all employees in the Lethbridge plant. The term "employee" as used in the agreement shall be considered to include all employees in the plant appropriate for collective bargaining with the following exceptions:-

(1) Manager and Superintendent, and Assistant Superintendent,

(2) Office Staff.

(3) Foremen.

(4) Steam Engineers.

3. The Company will not bargain collectively with any other labor organization affecting its employees during the life of this agreement.

4. The Company agrees that it shall be a condition of employment that any employee who, at the date of this agreement, was a member of the Union in good standing, or who becomes a member after that date, shall maintain such membership as long as this agreement is in effect.

5. Since the Union is recognized as the bargaining agent of all employees as defined in this Article, and in order to promote harmony among all such employees, it is hereby provided that all employees hired after the effective date of this agreement shall pay such dues as may from time to time be assessed by the Union, whether they become members of the Union or not.

6. New employees shall not be subject to the above provisions until they have been in the employment of the Company for 90 working days unless they become members of the Union before that time.

7. The Company will deduct from the pay of each employee covered by this agreement, all Union initiation fees, dues and assessments. Such deductions will commence only after receipt from the Union of an authorization card, duly signed by the employee. All deductions shall be made during the first pay period of each month following such authorization. All sums deducted together with a record of those from whom deductions have been made and and the amount thereof, shall be forwarded to the Secretary-Treasurer of the Local Union not later than the 25th day of the calendar month in which such dedutions are made.

ARTICLES III AND IV - GRIEVANCE PROCEDURE.

8. A Grievance Committee, not to exceed three in number, and who shall be regular employees of the Company , shall be elected by the Union in a manner determined by them. The Company shall be kept informed by the Union of the personnel of that Committee.

9. A Shop Stewards' Committee, not to exceed one employee for each department with the exception of the Chief Steward, shall be elected by the Union in a manner determined by them. The Company shall be kept informed by the Union of the personnel of that Committee.

10. The following procedure shall be applicable progressively to the adjustment of disputes or grievances:

11. (a) Between the aggrieved employee, who may or may not be accompanied by the Union Steward and his Department Foreman.

12. (b) By the Grievance Committee of the Union, who shall take the matter up with the local Plant Management. In case of emergency a meeting can be called by either party. An outside representative of the Union may be called, if so desired.

13. (c) In case settlement is not reached in Step (b), the matter will be referred immediately to arbitration by a Board which will be bound by the terms of this Agreement. The Board shall consist of one member named by the Company, and one named by the Union, and the third agreed upon by the two parties. In the event of failure to reach agreement upon the third party within one week, he shall be appointed by the Minister of Labour for the Province of Alberta.

14. In case of appointment of a third member of an arbitration Board as provided in the preceding clause, any expense incurred as a result of this appointment of the third party shall be borne in equal shares by the Company and the Union.

15. Grievance work shall be done on Company time, without loss of pay during regular working hours.

16. Representatives of the Union may initiate discussions with the Management on any matter or grievance which comes to their attention.

17. If any employee is dismissed or suspended for any reason whatsoever and feels that he has been unfairly dealt with, he may within not more than seventy-two (72) hours from receipt of notice of dismissal, notify the Grievance Committee, who shall in such event within twenty-four (24) hours notify the Company in writing. The dismissal shall then be dealt with according to the Grievance Procedure, beginning with Step (b). If subsequently it is decided that the employee was unjustly dismissed, he shall be reinstated in his former position and shall be paid for this period during which he has not worked as if he had not been dismissed.

18. When a grievance affects the rate of an employee and is not amicably disposed of within two working days, but subsequently is settled satisfactorily and as a result of such settlement the wages of such employees are increased, such increase shall be retroactive to the date on which the grievance was first submitted to the Company.

19. When settlement is reached at any stage of these procedures, such decision shall be final and binding, it being understood that no decision or settlement will be made unless representatives of the Union be present.

ARTICLE V. - WAGES

20. Attached to this agreement shall be a supplement, to be known as the Wage Supplement, which shall be an integral part of this Agreement.

21. An employee required to fill another job paying a higher rate of pay temporarily shall receive the higher rate of pay, but should any employee be required to fill a job paying a lower rate of pay, temporarily, his regular rate shall not be changed.

22. New employees shall receive the applicable wage rates as provided for in the Wage Supplement when they become qualified; when a new employee can regularly perform the job without instruction or assistance, he shall be deemed to be qualified. However, such qualifying period shall not be in excess of 60 days, unless by agreement between the Company and the Union.

23. Employees transferred permanently to a higher rated job it may be necessary for him to qualify in order to obtain the applicable job rate, such qualifying period shall not be in excess of 90 working days. Should an employee in the opinion of the Company and the Union qualify in a shorter period than 90 working days he shall be paid the applicable wage rate.

24. Employees referred to in this Article, Section 22, shall not be paid less than the starting rate.

25. When, due to gang reduction, layoffs in the plant, etc., an employee is assigned to a lower rated job, he shall receive the rate of pay of the job he left for a period of not less than six weeks from the date he actually takes over the lower rated job.

26. The Company agrees to pay all employees regularly bi-weekly. The Company will show conspicuously on the pay envelope or slip accompanying the pay of each employee his wage rate, number of regular hours worked and number of overtime hours worked during the pay period. The Company shall also show an itemized statement of deductions made by the Company.

ARTICLE VI. HOURS OF WORK AND OVERTIME.

27. For the purpose of calculating if overtime is payable, the Company and the Union shall establish an Hours of Work Schedule, which may vary from department to department. The hours set out in the "Schedule of Hours" shall not total more than forty for any payroll week, and must not exceed eight hours per day.

28. All time worked in excess of the above schedule of hours shall be paid for at one and one-half times the employee's regular hourly rate of pay. Overtime work shall not be compulsory and no employee shall be discriminated against or penalized if he does not wish to work overtime.

29. The Company agrees to pay one and one-half times their regular rates to hourly rated employees for all hours worked in any day in excess of the number of hours prescribed in the schedule for the day.

30. Weekly hours of work shall be as reasonable as practicable over the entire plant. A day shall be the period from 12 midnight to 12 midnight.

31. One and one-half times the regular hourly rate shall be paid to all employees for work performed on Sunday, except where the work regularly falls on Sunday, in which latter case the employee shall be paid one and one-half times the regular hourly rate if he works on his day off in lieu of Sunday.

32. Statutory Holidays shall be recognized as paid holidays, and all hourly rated employees shall receive eight hours' pay for such days at the regular rate of pay, and in addition shall receive one and one-half times their regular hourly rate for all hours actually worked on such days. The Statutory Holidays are:

1. New Year's Day.
2. Good Friday.
3. Dominion Day.
4. Labour Day
5. Victoria Day.
6. Thanksgiving Day.
7. Christmas Day.

33. Any employee engaged upon shift work whose day off falls on a paid Statutory Holiday shall be paid the regular rate for the normal hours of work which he would perform on such day. Shift employees who are called upon to work on Statutory Holidays shall receive in addition, one and one-half times the regular rate for the work performed on such day or be assigned a day off as may be agreed by Company and employee.

34. If a paid Statutory Holiday falls within the vacation period chosen by any employee, the Company will either allow the employee concerned a compensatory day's holiday with pay or payment at regular scheduled rates for the normal hours worked on such Statutory Holiday.

35. Employees when called for work shall be guaranteed four hours' pay for that day at their regular job rates. For work performed on Sundays or Statutory Holidays the employee shall receive the guaranteed four hours at the applicable overtime rate.

36. An employee who is especially called in to work in an emergency at any time outside of his normal working hours shall be through when the emergency is over, but shall nevertheless receive a minimum of four hours' pay at his job rate and any overtime.

37. Employees shall not be required, except in cases of emergency, to work more than five hours without a first meal period and five hours without a second meal period.

ARTICLE VII. - VACATIONS.

38. The Company shall provide vacation with pay in accordance with any order that may be validly passed by the Board of Industrial Relations with the approval of the Lieutenant-Governor in Council as provided by Section 43 of the Alberta Labour Act.

39. Vacations may be granted at any time subject to the requirements of the business, but the Company will make a sincere effort to grant vacation at the time requested by the employee, senior employees in each department being given preference. Employees eligible for vacation shall be notified of their vacation period as far in advance as possible. Employees shall not be required to take their vacation to avoid a lay off.

40. For the purpose of calculating vacation credit, illness certified by a practising physician or surgeon, or leave of absence granted by the Company shall be considered as time on the payroll.

41. Employees shall receive their vacation pay on their last working day prior to commencement of their vacation, which shall be in one continuous period unless mutually agreed otherwise.

42. Vacations shall be figured on the basis of 40 hours per week at such employee's regular rate of pay.

ARTICLE VIII. - SENIORITY

43. New employees shall be considered as probationary employees for a period of 90 working days. Such employee may be laid off without reference to seniority or without obligation to the Company to rehire. When an employee has completed 90 working days on the payroll, he shall be granted seniority. Seniority shall be defined as the length of an employee's service with the Company, calculated as the elapsed time from the date he was first employed unless his seniority was broken,

44. The Company shall maintain and post a seniority list and these lists shall be available to all employees of the plant for reference.

45. If an employee desires transfer to another department, he may submit a written application to the Plant Superintendent. If later, a vacancy occurs in that department, those who have such applications on file shall be given prior consideration in order of seniority, provided they possess the necessary qualifications for the job. The successful applicant shall be allowed a reasonable time to qualify, and upon qualifying his seniority shall be transferred to the new department.

46. Seniority service records shall be considered broken, all rights forfeited, and there shall be no obligation to rehire when an employee:

47 Voluntarily leaves the service of the Company or is discharged for cause;

48. After being laid off by the Company, fails to report to work when recalled or cannot be located after reasonable effort on the part of the Company. The present method of contact, by telephone or notice mailed to the employee at the last known address, shall constitute a reasonable effort on the part of the Company, and if within 48 hours of receipt of such notice the employee fails to report for duty, or advise of the date he will report, which shall not be in excess of seven (7) days from the date he receives the notice, the Company shall be entitled to assume that the said employee left the Company's service voluntarily. This shall not apply when the recall is for temporary employment (2 weeks or less) where the employee may elect to remain laid off.

49. Employees elected or appointed to do business for the Union shall be granted leave of absence without pay, to attend to such business. Such employees shall continue to accumulate seniority during the absence. When the business of the Union has been attended to, the employee shall return to work and be reinstated in the job held prior to the leave of absence.

50. Leave of absence without pay may be granted to an employee in addition to regular vacation. Requests for such leave shall be made in writing stating the reason therefor, and must be agreed to by the Union and the Company.

PROMOTIONS AND TRANSFERS.

ARTICLE IX. - SAFETY AND WELFARE.

52. The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment. Protective devices and other equipment deemed necessary to properly protect employees from injury shall be provided by the Company. First Aid shall be available for employees at all times when men are working.

53. It is agreed by the Company that the Pension and Health Insurance Plan covering employees shall be a part of this agreement. The present provisions are agreed to.

ARTICLE X. - GENERAL

54. The Company shall provide Bulletin Boards for the use of the Union at suitable places on the plant premises.

55. All rights and privileges enjoyed by the employees which are presently in effect shall remain in effect even though they are not specifically stated in this agreement, for the life of this agreement, unless changed by collective bargaining.

56. When an employee is required to serve on Jury Duty, the Company agrees to make up the difference between the employee's regular earnings and that which he is paid for such Jury Duty.

57. If a death occurs in an employee's immediate family, the Company will pay up to three (3) eight (8) hour days' pay at straight time hourly rates for any regularly scheduled work days lost for purposes of attending the funeral. The immediate family, for the purpose, shall be deemed to consist of wife, husband, children, parents of the employee, and parents of the wife. No pay allowance shall be granted in the case where, because of distance or other cause, the employee does not attend the funeral of the deceased.

58. No employee shall be discriminated against or jeopardized in seniority standing or suffer loss of employment because of Union activities. The Company will not ask employees to do anything that would prejudice their standing in the Union.

ARTICLE XI. - MANAGEMENT.

59. The management of the plant and the direction of the working force is vested exclusively in the Company. Cases of disagreement shall be dealt with in accordance with the Grievance Procedure provided herein.

60. There shall be no strikes, slow downs, or walk-outs during the term of this agreement and thereafter while negotiations are under way for renewal or extension thereof.

ARTICLE XII. - DURATION OF AGREEMENT.

61. This agreement shall remain in full force and effect until the 31st day of October, 1963, and shall be renewed automatically from year to year provided however, that either party may give to the other by the 1st day of September, 1963, notice to terminate or to seek amendments to the agreement. If amendment is sought, negotiations thereto shall begin between the parties not later than the 1st day of September, 1963, unless deferred by mutual consent. During the period of negotiations this agreement shall remain in force.

FOR THE COMPANY	FOR THE UNION.
_____	_____
_____	_____
_____	_____

WAGE SUPPLEMENT.

After signing of the agreement, any new jobs performed and not covered by the Wage Supplement shall be subject to mutual agreement between the Company and the Union.

Starting Rate:

For the 1st 30 working days - the labour rate to be 15¢ below the base labour rate or $1.43

For the 2nd 30 working days - the labour rate to be 10¢ below the base labour rate or $1.48

JOB CLASSIFICATION.	JOB RATE.
Base Labour rate.....	$1.58 Effective November 1,1961
Base Labour rate.....	$1.64 Effective November 1,1962

All of which is respectfully submitted:

(Signed) _____
Frank R. Anton, Chairman.

(Signed) _____
Robert Scott, Union Member.

(Signed) _____
Thomas W. Snowden, Company Member.

Dated at the City of Calgary, Alberta, this 12th Day of December, 1961.

The Honourable R. Reierson,
Minister of Labour,
Administration Building,
EDMONTON, Alberta.

Dear Sir:-

CONCILIATION BOARD

A W A R D

IN THE MATTER OF The Alberta Labour Act and a dispute between the International Association of Bridge, Structural and Ornamental Iron Workers, Locals 720 and 725, Edmonton and Calgary, and Dominion Bridge Company Limited; Atlas Construction Company Limited, Edmonton; Guardian Steel Fabricators Ltd., (Structural Division), Glacier Construction Co. Ltd., and Jack Hamilton (Steel Erection), Calgary, Alberta.

Pursuant to the provisions of The Alberta Labour Act, the Conciliation Board established to deal with the dispute between the above named parties, and appointed by Order-in-Council No. 1708/61, convened to hear representations from the parties to the dispute.

Members of the Conciliation Board were:-

Mr. C. Milton McKeen	- Chairman
Mr. I. C. Nessel	- Representing the Unions
Mr. C. Roy Compston	- Representing the Employers

The matters in dispute referred to the Board were:-

1. Wages
2. Welfare
3. Subsistence

Appearing before the Board were:-

Representing the Employers:-

Mr. K. C. Barrass	- Dominion Bridge Company Limited
Mr. H. McLain	- Atlas Construction Company Limited
Mr. F. H. Butlin	- Dominion Bridge Company Limited

Representing the Unions:-

Mr. A. Wadsworth	- International Association of Bridge, Structural and Ornamental Iron Workers, Local 720.
Mr. S. Senio	
Mr. A. O. Ackroyd	- Solicitor

An extension of time was granted to the Board by the parties to the dispute, effective to the date of this Award, in order to give the Board an opportunity to fully explore the possibilities of a settlement between the parties.

After considering the statements and briefs submitted in behalf of the unions and in behalf of the companies, the following unanimous decisions were reached respecting the issues in dispute.

1. Wages

7 cent per hour increase effective December 1st, 1961.
5 cent per hour increase effective July 5th, 1962 to July 4th, 1963.

2. Health and Welfare Contribution

The employers' health and welfare contributions remain at 7 cents per man hour worked from December 1st, 1961 until July 4th, 1963, applicable to the following companies:-

(1) Atlas Construction Company Limited, Edmonton
(2) Guardian Steel Fabricators Ltd., (Structural Division), Calgary.
(3) Glacier Construction Co. Ltd., Calgary.
(4) Jack Hamilton (Steel Erection), Calgary.

The Dominion Bridge Company Limited will commence payment of 7 cents per man hour worked as health and welfare contribution as of December 1st, 1961 until July 4th, 1963.

3. Room and Board Allowance

Board and room allowance on out of town jobs where no camp is maintained to be $6.30 per day per man to a maximum of $31.50 per week effective December 1st, 1961.

All of which is respectfully submitted.

DATED at Edmonton, Alberta, this 13th day of December, 1961.

C. MILTON McKEEN,
Chairman.

I. C. NESSEL,
Member.

C. ROY COMPSTON,
Member.

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ARTICLES OF AGREEMENT

between

THE EDMONTON LABOUR BUREAU OF THE CANADIAN PLUMBING AND MECHANICAL CONTRACTORS' ASSOCIATION, its Contractor Members, and such other plumbing and mechanical contractors who have authorized the said Bureau to negotiate and conclude this Collective Agreement, and whose names appear in Appendix "A" and whose Powers of Attorney are attached to and form a part of this Agreement.

(Hereinafter referred to as "The Employer")

and

LOCAL UNION NO. 488 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA.

(Hereinafter referred to as "The Union")

With a view to promoting the business of the Plumbing and Pipefitting Industry, and organizing those persons qualified therein and in order to allow these trades to ensure a standard of efficiency for the protection of the public and for those persons engaged in such business by the establishing and maintaining of fair conditions, and the settling of differences which may arise between the members of the parties hereto, and for the purpose of maintaining industrial peace, it is hereby agreed as follows:-

I. DEFINITION OF WORK:

This agreement covers the rates of pay, rules and working conditions of all journeymen and apprentices engaged in the installation of all plumbing and pipefitting systems, all component parts thereof, and shall mean handling after having been received or warehoused, and

without limitation, the fabricating, assembling, rigging and erecting of all pipe regardless of composition, whether metallic or non-metallic, performed in any branch of the plumbing or pipefitting industry, namely, plumbing, steamfitting, gas fitting, industrial pipefitting, pneumatic or hydraulic pipefitting, instrument fitting, all process piping used above or below ground, all heat treating and stress relieving of pipe, all welding, tacking and burning connected with the above, and shall include the assembling, erecting, installing, dismantling, repairing and reconditioning, adjusting, altering, servicing and any other work awarded to the United Association through jurisdictional rulings as laid down by the Building Trades Department of the A.F. of L., C.I.O., except sewer and water services on domestic installations serviced by public utilities.

II. HOURS OF WORK:

1. A maximum of eight (8) hours shall constitute a day's work, beginning at 8 a.m. and ending at 5 p.m., provided however that the employer shall have the right to schedule the commencement and termination of the regular day's working period either one hour earlier or one hour later than the designated times. The maximum work week shall be forty (40) hours, beginning Monday and ending Friday.

2. It is understood that conditions do arise due to the danger to health, property damage, shop or job saturation, journeyman shortage or job location, where overtime work is necessary. Such work shall proceed for a maximum period of five (5) days. Where such overtime work is to be performed it shall be announced in the form of a Bulletin signed by the employer and the Business Agent of Local 488. The Business Agent shall sign the said Bulletin, if the requirements for working overtime comply with the above conditions.

3. All hours worked in excess of regular shift hours shall be deemed overtime, and shall be paid for at double the regular time rate for single time, provided however, that where the work performed is of a domestic nature requiring emergency attention for the purpose of repairing damage which may result in danger to life or property damage, such work shall be done at the regular rate of pay for the first four (4) hours of work performed when this occurs on Saturday morning.

HOURS OF WORK (Contd)

4. All work performed on Sundays and the following statutory holidays shall be paid for at the rate of double time:

New Year's Day	Dominion Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day

Should any of these designated holidays fall on a Sunday, the following Monday will be observed.

5. Where it may be necessary to work two shifts, a full eight (8) hours shall be worked on each shift. For the second shift the rate of wages shall be one and one-seventh (1.1/7th) times the basic daytime rate. If any overtime work is performed following the completion of a second shift the time worked shall be paid for at the rate of double the basic daytime rate.

6. Where a third shift is required then the full hours for the second and third shift shall be seven (7) hours and the work performed during these shifts shall be paid for as though eight (8) hours of work had been performed and the basic daytime wage rate shall be paid. Should overtime work be performed following the conclusion of these shifts it shall be paid for at the rate of double the basic daytime rate.

III. WAGES:

1. The minimum rate of wages for all journeymen shall be $2.80 per hour from the date this agreement is agreed to until March 31st, 1963.

2. All duly indentured apprentices shall be employed and paid in accordance with the provisions of the Apprenticeship Act.

3. Vacation with pay rates shall be four per cent(4%) of regular earnings in accordance with Vacations with Pay Order No. 6.

4. An employee shall not, whilst on holidays with pay from his employer, enter into or engage in gainful employment during that period.

5. In the event that employees report for work at the regular starting time, they shall receive a minimum of two (2) hours of regular wages provided they consent to work for two (2) hours at work not affected by inclement weather. No employee shall be entitled to such reporting pay if notified at least

WAGES (Contd)

TWO (2) hours before work commences, not to report for work.

IV. WORKING RULES:

1. Employees shall not accept gainful employment at the trade after working hours and those found to be guilty of this offence shall be subject to disciplinary action which may include dismissal.

2. Only qualified journeymen and recognized apprentices shall handle any tools of the trade. The number of indentured apprentices employed shall be governed by the Alberta Apprenticeship Act.

3. There shall be no restriction on the use of machinery or tools used in connection with work performed under the terms of this agreement, provided that power pipe machines shall be operated by employees covered by this agreement.

4. Authorized representatives of the union may be permitted access to all jobs where employees covered by this agreement are employed, provided they do not unnecessarily interfere with the employees or cause them to neglect their work, and further, provided that such union representatives do not attempt to solicit membership in the union, and further, provided that such union representatives comply with the customer's safety and security regulations. The Union representative shall notify the person in charge of the job site of his presence on the job.

5. Sufficient time as determined by the employer will be allowed employees for the purpose of putting away tools before ending each shift. Employees are responsible for the tools furnished by the employer and must report the loss of any of them immediately to his superior or accept disciplinary action which may include dismissal.

WORKING RULES (Contd)

6. Any employee found misusing Company tools will be subject to disciplinary action which may include dismissal.
The employer shall provide adequate protection and storage for all tools taken out on any job or for the purpose of performing any work.

7. Where practicable and possible, modern, proper, clean, sufficient toilets and change rooms shall be provided. Suitable accommodation shall be supplied for employees in which they may eat their lunches. These accommodations shall be heated in inclement weather.

8. A Steward shall be a working journeyman who shall, in addition to his work as a journeyman be permitted to perform during working hours such of his union duties which cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the employer agrees to allow a steward a reasonable amount of time for the performance of such duties and in no case shall the shop steward suffer discrimination or intimidation because of the performance of his duties.
The employer shall be advised in writing of the name of such steward.

9. Pay day shall be once each week and not more than three days' pay may be held back. Employees are to be paid before the end of their regular shift. When employees are laid off or discharged they shall be paid wages due to them at the time of lay-off or discharge, except when the employer has not established a pay office on the job site, in which case payment of wages will be effected by mail within 24 hours of the employee's termination. If an employee is required to report to the employer's main office to collect his pay, two (2) hours reporting time shall be paid.

10. The employer shall make arrangements in each locality where employees are employed to enable all such employees to cash their pay cheques at no cost to them. For employees employed on other than the regular day shift such pay cheques shall be paid on the day preceding the regular pay day.

V. MANAGEMENT RIGHTS AND UNION SECURITY:

1. The Union recognizes the employer's right to operate and manage his business in all respects and the employer recognizes the Union's right to operate and manage its business in all respects and both parties are subject only to the limits which are set forth in this agreement.

2. The employer agrees to give preference of employment to members of the Union who undertake work defined under the terms of this agreement and the union agrees to give preference to the employers parties to this agreement when dispatching members for employment.

3. If the Union advises the employer that it is unable to supply qualified persons when requested to do so, the employer shall have the right to engage other qualified persons.
If the Union advises the employer that it is able to supply qualified persons, it shall do so within twenty-four (24) hours of the receipt of the employer's request. In the event that the qualified persons the union has agreed to supply do not become available for employment within the twenty-four (24) hours, the employer shall have the right to engage other qualified persons.

4. In the event that a newly engaged employee is not a member of the Union, he shall, within thirty (30) days of commencement of work make application for membership in the union. The employer shall inform all new employees who are not members of the union of the provisions of this article. The employer shall not be responsible for inducing any employee to join the union.

5. It is understood and agreed that all employees covered by this agreement both union and non-union, shall be required to pay to the union monthly, an amount equal to full membership dues in each classification, and the employer agrees to deduct the same from the employees first pay cheque each month and to forward such monies before the last day of the same month to the treasurer of the union.

6. First year indentured apprentices shall be exempt from the provisions of clauses 4 and 5 of this Article. For the purpose of determining the date upon which the said year expires, his employment with all employers as an apprentice shall be taken into account.

7. The employer agrees to notify the union by telephone or otherwise when he employs a person not supplied by the union, pursuant to clause 3 of this Article.

VI. TRAVEL TIME, TRANSPORTATION, BOARD AND ROOM:

1. Where men are required to work in excess of ten (10) hours in a single shift, they shall be supplied with suitable meals, hot where possible. Every four (4) hours thereafter they shall be supplied with a suitable meal, hot where possible. Cost of meals and time to consume them shall be borne by the employer. Where the employer is paying subsistence this clause shall also apply.

2. Employees going to work outside the actual limits of the city or town and returning daily shall be on the job at the regular starting time and shall work a full shift.

3. It is the responsibility of the employer to arrange and pay for all transportation and suitable living accommodations for employees required to live away from home.

4. The employer shall not be bound to pay more than reasonable expense having regard to the board and lodging facilities available in the vicinity of the job site.

5. Employees shall be reimbursed by separate cheque for their out-of-pocket expenses for seven days a week when they are required to travel to a job site from which they cannot reasonably be expected to commute daily from their ordinary place of residence. Such reimbursement shall be paid by the employer in full upon presentation of adequate vouchers or receipts by the employee, and such payment shall in no way be treated as wages received; subject to Income Tax Department rulings.

6. The preceding two clauses shall apply on condition that the employees work the total regular hours per week, or if the duration of employment offered is less than the seven days on condition that the regular hours per day are worked, unless this is prevented by illness or other legitimate causes verified by agreement between the Job Superintendent and the Job Steward.

7. On all jobs beyond a ten (10) mile radius from the Edmonton City Hall, the employer shall provide at his own expense, safe, clean means of transportation to convey employees both to and from the job site office. Such transportation is to provide sufficient seating accommodation for each person and is to be heated and protected in inclement weather. Each employee shall be paid at the rate of six (6) cents per mile for every mile so travelled beyond the ten (10) mile radius. When the

TRAVEL TIME, TRANSPORTATION, BOARD AND ROOM (Contd)

transportation arranged and paid for by the employer for the conveyance of his employees is delayed beyond the control of the employees, thus causing them to report for work later than the regular starting time, the employer agrees there shall be no deduction made from the employee's pay. It is agreed there shall be no wage claims against the employer for any time loss caused by similar delays in returning from work, provided transportation is available at the end of the shift.

8. Employees directed or dispatched to work from which they do not return daily shall be paid regular rates of wages set out in this agreement and be provided with public service transportation from within the city limits to the destination and return, including regular meals in transit. If travelling at night a sleeper shall be provided. Travel time pay shall be paid for at single time rates and shall not exceed eight (8) hours of any twenty-four (24) hour day, except if travelling past midnight and if no sleeper is provided, single time rates shall apply from midnight until arrival at the destination.

9. Employees required to travel to another job after working a shift shall be paid for such travel time at straight time rates.

10. The employer reserves the right to withhold transportation and travel time pay both ways from employees quitting or being discharged from employment for just cause within sixty (60) days and transportation time pay to the job may be withheld from employees quitting within thirty (30) days at the discretion of the employer.

II. GRIEVANCES:

1. If any differences concerning the interpretation, application, operation or any alleged violation of this agreement arise between the employer and his employees, or between the employer and the union, the representatives of the employer and his employees or the employer and the union shall meet and endeavour to resolve the difference.

2. If the parties fail to resolve the difference within forty-eight (48) hours of the meeting provided for in Clause 1, either party may, by written notice to the other party, stating the nature of the difference, require the establishment of a

GRIEVANCES (Cont'd)

Grievance Board. Copies of such written notice shall be forwarded to the Edmonton Labour Bureau, the Union and the parties involved in the difference. This notice shall be served on all parties within ten (10) days following the completion of the step provided for in Clause 1.

3. Each party to the difference shall appoint one member as its representative on the Grievance Board within seven (7) days of the receipt of such notice. The two (2) members so appointed shall endeavour to select an independent Chairman. Not more than four (4) nor less than two (2) representatives of the Edmonton Labour Bureau and the Union shall be entitled to be present at the hearing of the Grievance Board.

4. If the two members fail to select a Chairman within five (5) days after the day on which the last of the two members is appointed, they shall request the Minister of Labour to select a Chairman.

5. The Grievance Board may not change, modify or alter any of the terms of this agreement. All differences submitted shall present an arbitrable issue under this agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a question not covered by or arising under the terms of this agreement.

6. The Grievance Board shall give its decision not later than fourteen (14) days after the appointment of the Chairman except that with the consent of both parties such limitation of time may be extended. The findings and decision of a majority of the members of a Grievance Board on all arbitrable questions shall be the findings and decisions of the Grievance Board and shall be binding on all parties. The Grievance Board shall cause a copy of its award to be forwarded to the offices of the Edmonton Labour Bureau, to the Board of Industrial Relations, and to the Union within forty-eight hours of the time it is made.

7. Each party to the difference shall bear the expenses of its respective nominee to the Grievance Board and the two parties shall bear equally the expenses of the Chairman.

VIII. GENERAL:

1. Nothing in this agreement is intended to violate The Alberta Labour Act, and in the event of any conflict therewith, the Alberta Labour Act shall govern.

2. The Union agrees that it will execute agreements only with bonafide contractors undertaking work defined in this agreement. The Union also agrees to supply to the Edmonton Labour Bureau the names of prospective signatories and bonafide contractors with whom it proposes to bargain collectively within the jurisdictional area of the Union and to submit the current collective agreement to such contractors as its bargaining proposal to them.

IX. SICKNESS AND ACCIDENT BENEFITS:

1. It is understood and agreed that the group insurance plans now in effect with certain employers and those administered by the Alberta Branch of the Canadian Plumbing and Mechanical Contractors' Association shall remain in force.

2. It is further agreed and understood that a joint committee shall be established within thirty (30) days of the date this agreement comes into force. The said committee shall be composed of six (6) members, three of whom shall be appointed by the employer and three of whom shall be appointed by the Union. The said appointment shall be made annually and shall become effective on the anniversary dates of the appointments of those members they are intended to replace. The Committee shall meet at least once a month. At its first meeting of the year the Committee shall elect one of the employer representatives to act as Chairman. The Chairman shall have a casting vote in addition to a deliberative vote, in the event of a tie vote.

3. The employer shall contribute ten (10¢) cents per hour for every hour that an employee covered by this agreement is employed by him. This contribution is to be made solely by the employer and it shall not be deducted from any such employee's wages.

4. The employer shall send his contribution, together with the employees' names and the hours worked to the Chairman of the joint committee, c/o Canadian Plumbing and Mechanical Contractors' Association, 11363 - Jasper Avenue, Edmonton, Alberta, to be deposited to the credit of a trust account to be established by the joint committee.

5. The joint committee shall appoint two signing officers to control the trust account, one of whom shall be the Chairman.

SICKNESS AND ACCIDENT BENEFITS (Contd)

6. The duties of the joint committee shall be:

(a) To collect and deposit the contribution provided for in clause 3 to the said trust account.

(b) To pay all costs pertaining to the existing Group insurance plans on or before the due dates.

(c) To investigate alternative methods of providing insurance benefits.

(d) To apply any surplus funds to provide additional benefits to all employees.

X. DURATION, TERMINATION AND AMENDMENTS:

1. This agreement shall come into force and be effective from the date upon which it is agreed to by the parties hereto and shall continue in full force and effect until the 31st day of March, 1963, and from year to year thereafter as hereinafter provided.

2. Either party may terminate this agreement on any anniversary date by notice in writing to the other party delivered not less than thirty (30) days or more than sixty (60) days prior to such anniversary date.

3. Either party wishing to negotiate a renewal or amendments to this agreement shall give notice in writing of such desire to the other party not less than sixty (60) days nor more than 120 days prior to the anniversary date of this agreement.

4. If notice to negotiate has been given by either party pursuant to Clause 3 of this article, this agreement shall remain in full force and effect during any period of negotiations, notwithstanding the fact that such negotiations may extend beyond the said date, and until fourteen (14) days after the date upon which a vote is taken under the provisions of The Alberta Labour Act for the purpose of determining the acceptance or rejection of an award of a Conciliation Board.

DATED at Edmonton, Alberta, this ninth day of November, A.D. 1961.

ALL of which is respectfully submitted.

(Signed)
(REV.) ARTHUR R. J. MOLYNEUX.
CHAIRMAN.

(Signed)
WALTER L. NISBET.
MEMBER.

(Signed)
A. DUBENSKY.
MEMBER.

THE ALBERTA LABOUR ACT

V O T E S

ON SELECTION OF A

BARGAINING AGENT

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

"L"

THE ALBERTA LABOUR ACT

V O T E S

CONCILIATION BOARD AWARD

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

"M"

THE ALBERTA LABOUR ACT

V O T E S

O N

CONCILIATION BOARD AWARDS

OCTOBER 1st, 1961 to DECEMBER 31st, 1961.

	UNION	COMPANY	RESULT
1.	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 146, Edmonton, Alberta.	T. I. W. Western Ltd., Edmonton, Alberta.	Employees Rejected Employer Accepted
2.	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 146, Edmonton, Alberta.	Maloney-Crawford Tank & Service Co. Ltd., Edmonton, Alberta.	Employees Rejected Employer Accepted
3.	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 146, Edmonton, Alberta.	Canadian Equipment Sales & Service Co. Ltd., Edmonton, Alberta.	Employees Rejected Employer Accepted
4.	United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 488, Edmonton, Alberta.		
		Boisvert & Croft Plumbing and Heating Ltd., Edmonton.	Employees Rejected Employer Rejected
		Carse Anderson Ltd. Edmonton.	Employees Rejected Employer Rejected
		Clegg-Dunn Plumbing and Heating Ltd., Edmonton.	Employees Rejected Employer Rejected
		Dow & Scott Plumbing & Heating Ltd., Edmonton.	Employees Rejected Employer Rejected
		Economy Plumbing & Heating Co. Ltd., Edmonton.	Employees Accepted Employer Rejected

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 488, Edmonton, Alberta.	Premier Plumbing Co. Ltd., Edmonton.	Employees Rejected Employer Rejected
	Rudd Brothers Co. Ltd., Edmonton.	Employees Accepted Employer Rejected
	L. J. Scobie Co. Ltd., Edmonton.	Employees Rejected Employer Rejected
	Squire-Kennedy Plumbing, Edmonton.	Employees Accepted Employer Rejected
	Strause Plumbing & Heating Ltd., Edmonton.	Employees Rejected Employer Rejected
	Templeman Plumbing & Heating Ltd., Edmonton.	Employees Rejected Employer Rejected
	Tubby's Plumbing & Heating Ltd., Edmonton.	Employees Rejected Employer Rejected
	Alta Bend Ltd., Edmonton.	Employees Accepted Employer Rejected
	Brant Welding Co., Edmonton.	Employees Rejected Employer Rejected
	Wirtanan Electric Co. Ltd., Edmonton.	Employees Rejected Employer Rejected
	Lockerbie & Hole Western Ltd., Edmonton.	Employees Rejected Employer Rejected
	Canadian Comstock Company Limited, Edmonton.	Employees Rejected Employer Rejected
	Jasper Plumbing & Heating, Edmonton.	Employees Accepted Employer Rejected

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 488, Edmonton, Alberta.	J. P. Fitzgerald Ltd., Edmonton.	Employees Accepted Employer Accepted
	C. R. Frost Co. Ltd., Edmonton.	Employees Rejected Employer Rejected
	Fuller & Knowles Co. Ltd., Edmonton.	Employees Rejected Employer Rejected
	Haddow & Maughan Ltd., Edmonton.	Employees Accepted Employer Rejected
	Industrial Power Installations Ltd., Edmonton.	Employees Rejected Employer Rejected
	Jamison & Kruger Co. Ltd., Edmonton.	Employees Rejected Employer Rejected
	C. E. Kirkham & Co. Ltd., Edmonton.	Employees Rejected Employer Rejected
	Mecoon Installations Ltd., Edmonton.	Employees Rejected Employers Rejected
	B. A. Moir & Co. Ltd., Edmonton.	Employees Rejected Employer Rejected
	Del Mould Plumbing, Heating & Gas Fitting Ltd., Edmonton.	Employees Rejected Employer Rejected
	Larry Neuman Plumbing Ltd., Edmonton.	Employees Rejected Employer Rejected

5.	Brotherhood of Painters Decorators and Paperhangers of America, Local Union No. 583, Calgary, Alberta.	Westgarth Decorators, Medicine Hat, Alberta.	Employees Accept Employers Reject
6.	Brotherhood of Painters, Decorators and Paperhangers of America, Local Union No. 583, Calgary, Alberta.	Dutch Brothers Paints Ltd., Medicine Hat, Alberta.	Employees Rejected Employer Rejected
7.	Brotherhood of Painters, Decorators and Paperhangers of America, Local Union No. 583, Calgary, Alberta.	R. Holden Decorators, Medicine Hat, Alberta.	Employees Rejected Employer Rejected
8.	United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 488, Edmonton, Alberta.	Brown & Root Ltd., Edmonton, Alberta.	Employees Rejected Employer Rejected